

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

JOINT APPENDIX

In the
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,600

INTERNATIONAL UNION OF ELECTRICAL RADIO
AND MACHINE WORKERS, AFL-CIO,

Petitioner

v.

NATIONAL LABOR RELATIONS BOARD

Respondent

and

REGENCY ELECTRONICS, INC.,

Intervenor

No. 21,075

United States Court of Appeals
for the District of Columbia Circuit

REGENCY ELECTRONICS, INC.,

Petitioner

FILED JUN 14 1968

v.

NATIONAL LABOR RELATIONS BOARD,

Respondent

Nathan J. Paulson
CLERK

and

INTERNATIONAL UNION OF ELECTRICAL RADIO
AND MACHINE WORKERS, AFL-CIO

Intervenor

ON PETITION TO REVIEW AND ON PETITION
TO ENFORCE AN ORDER OF THE NATIONAL
LABOR RELATIONS BOARD

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IN THE UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA

Filed

3:58 PM

January 19, 1968

***** *

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO

Petitioner

v.

NATIONAL LABOR RELATIONS BOARD

Respondent

***** *

No. 21,600

PETITION FOR REVIEW OF AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the District of Columbia Circuit:

International Union of Electrical, Radio and Machine
Workers, AFL-CIO, pursuant to Section 10(f) of the National
Labor Relations Act, as amended (61 Stat. 146, 29 U.S.C. 160
(f)), hereinafter called the Act, respectfully petitions this
Court for review of an order of the Respondent, National Labor

Relations Board, directing Regency Electronics, Inc., hereinafter referred to as the Company, to cease and desist from certain conduct and to take certain affirmative action, but failing to direct the Company to cease and desist from other conduct and to take other affirmative action. The proceeding resulting in said order is known upon the records of the Board as Regency Electronics, Inc., and International Union of Electrical, Radio and Machine Workers, AFL-CIO, Cases Nos. 25-CA-2347 and 25-CA-2384.

1. The proceedings before the Board in this matter were begun by the filing by the Petition^{er} herein, International Union of Electrical, Radio and Machine Workers, AFL-CIO, of a charge on or about November 1, 1965 and a charge filed on or about January 26, 1966.

2. The Board thereafter issued a complaint and after the usual hearing, the Trial Examiner of the Board issued his Decision on or about May 23, 1967, in which he made findings of fact and conclusions of law and recommended that an order be issued directing the Company to cease and desist from certain conduct, and take other affirmative action,

but failed to direct the Company to cease and desist from other conduct and to take other affirmative action. Thereafter, upon exceptions filed by the Company, the General Counsel and the Petitioner, the Board issued its Decision and Order on January 18, 1968 in which, among other things, it failed to order the Company to cease and desist from certain conduct and to take other affirmative action as requested by the Petitioner in its exceptions to the Trial Examiner's Decision.

3. This Court has jurisdiction of this petition by virtue of Section 10(f) of the Act, as amended.

4. The Petitioner, International Union of Electrical, Radio and Machine Workers, AFL-CIO, is a person aggrieved by the final order of the Board within the meaning of Section 10(f) of the Act, as amended.

5. The order of the Board to the extent that it failed to order the Company to cease and desist from certain conduct and to take other affirmative action, deprives Petitioner of remedies to which it is entitled on the basis of the substantial evidence in the record before the Board and under

applicable law.

WHEREFORE, the Petitioner prays that this Court take jurisdiction of this proceeding and questions determined therein, review the final order of the Board, and make and enter upon the pleadings, testimony, evidence and proceedings set forth in the transcript, a decree modifying the order of the Board and ordering the Company to cease and desist from specified conduct and take additional affirmative action, and requiring the Company, its officers, representatives, agents, successors and assigns to comply therewith.

Ruth Weyand
Irving Abramson

Ruth Weyand

1126 16th Street, N. W.

Washington, D. C. 20036

Attorneys for Petitioner

IN THE UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO

Petitioner

v.

NATIONAL LABOR RELATIONS BOARD

Respondent

LIST OF PERSONS ON WHOM
COPY OF PETITION FOR REVIEW SERVED

A copy of the petition for review of an order of the
National Labor Relations Board has been served on each of the
parties hereto by placing a copy in the United States mails,
first class postage paid, addressed as follows:

Briggs, Berner, Sommer & Tinkman
315 Merchants Bank Building
Indianapolis, Indiana 46204
Atten: James K. Sommer, Esq.

Marcel Mallet-Provost, Esq.
Assistant General Counsel
National Labor Relations Board
1717 Pennsylvania Avenue, N.W.
Washington, D. C.

George Rose, Esquire
Regency Employees Independent Union
15 East Washington Street
Indianapolis, Indiana

Nathan
FEB 28 1968

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,600

September Term, 1967

United States Court of Appeals
for the District of Columbia Circuit

International Union of Electrical,
Radio and Machine Workers, AFL-CIO,

Petitioner,

FILED FEB 27 1968

National Labor Relations Board,

Nathan J. Paulson
CLERK

Respondent.

Before: Bazelon, Chief Judge; and Danaher and
Robinson, Circuit Judges, in Chambers.

ORDER

On consideration of the motion of Regency Electronics,
Inc. for leave to intervene, of petitioner's consent thereto and
respondent's response, it is

ORDERED by the Court that the aforesaid motion be
granted and said movant is allowed to intervene in this case.

Per Curiam.

Chief Judge Bazelon did not participate in the foregoing order.

MAR 26 1958

IN THE
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO,

Petitioner,

-vs-

No. 21,600

NATIONAL LABOR RELATIONS BOARD,

Respondent,

and

REGENCY ELECTRONICS, INC.,

Intervenor.

.....
REGENCY ELECTRONICS, INC.,

Petitioner,

-vs-

No. 21,705

NATIONAL LABOR RELATIONS BOARD,

Respondent.

MOTION TO TRANSFER
PETITIONS FOR REVIEW

To the Honorable, the Judges of the United States
Court of Appeals for the District of Columbia Circuit:

Regency Electronics, Inc. (hereinafter "Company"),
by its attorneys, moves this Court to transfer the Petitions
for Review and all proceedings in the above consolidated

appeals to the Court of Appeals for the Seventh Circuit, and for its reasons respectfully shows as follows:

1. On January 19, 1968, the International Union of Electrical, Radio and Machine Workers, AFL-CIO (hereinafter "Union"), charging party in Board Case Nos. 25-CA-2347 and 25-CA-2384, filed a petition for review of the Board's Order in such cases in this Court, No. 21,600.

2. Thereafter, on February 6, 1968, the Company, respondent in such Board cases, filed a petition for review of the same order in the Seventh Circuit Court of Appeals, No. 16,708. On February 9, 1968, the Board filed the transcript of record of the Board proceedings in this Court. On February 21, 1968, pursuant to 28 U. S. C. §2112(a), the Seventh Circuit Court of Appeals transferred the Company's petition to this Court, No. 21,705.

3. This Court has granted the Company's petition to intervene in No. 21,600, and the Board's petition to consolidate No. 21,600 and No. 21,705. On March 19, 1968, this Court overruled the Company's motion to dismiss the petition for review in 21,600.

4. The Company, conceding that it has lost the "race-to-the-courthouse," now submits that:

- (a) The Company and not the Union is a person "aggrieved" within the meaning of Section 10(f) of the National Labor Relations Act, as amended;
- (b) Overwhelming considerations of policy compel the conclusion that "in the interest of justice" the consolidated proceedings should be transferred to the Seventh Circuit, the circuit of domicile of the Company;
- (c) Should the Company be unsuccessful in every respect in this appeal, then questions of back pay, rehiring, plant relocation, preferential rehiring lists, appropriate notices, etc., remain to be decided by an enforcing tribunal which would more appropriately be a court located in the jurisdiction in which the Company is domiciled; and
- (d) The "convenience of the parties" suggests that the Court of Appeals for the Seventh Circuit would be the more appropriate reviewing tribunal.

The grounds for the Company's motion are more fully stated in the brief attached hereto. Due to the

seriousness of the questions to be decided by this Court and the potential impact of this litigation on the financial well-being of this Company, the Company earnestly requests that its attorneys be permitted to appear before this honorable Court and direct themselves orally to the questions raised herein.

Respectfully submitted,

BRIGGS, SOMMER & TINKHAM

By

BEBCHICK & SHER

815 Merchants Bank Bldg.
Indianapolis, Ind. 46204

818 - 18th Street, N.W.
Washington, D. C. 20006

By

Attorneys for Regency Electronics, Inc.

MEMORANDUM IN SUPPORT OF
PETITION TO TRANSFER

A case not unlike the instant proceedings and one decided by this Court is Insurance Workers International Union v. NLRB, (D. C. Cir. 1966) 360 F 2d 823. This Court properly transferred the proceedings in that case to the Court of Appeals for the Seventh Circuit when this Court ultimately found that the union, although being the winner of the "race-to-the-courthouse" with respect to the timely

filing of its motion for review, was "lacking genuine aggrievement" (360 F 2d at p. 828) as a result of the decision of the Board.

Unlike the petition for review in this case, the petition for review in Insurance Workers apparently set forth two specific grounds upon which the union claimed it was a "person aggrieved." The Court, after a lengthy discussion, determined that the central issue of the proceedings before the Board, i.e., the question as to whether or not the company's debit agents were employees or independent contractors, had been determined in favor of the union and therefore: "We have no doubt that the union as charging party had been afforded the relief it had sought respecting the controlling issues" (360 F 2d at p. 827).

Thus, despite the fact that the union in the Insurance Workers case claimed it had been denied certain relief sought in connection with compelling the company to bargain with respect to certain debit agents as well as others and despite the fact that the union there claimed it had been denied other relief sought in connection with ordering the company to bargain with respect to a draft of

the proposals which the union would have submitted if the company had bargained in good faith, this Court held (360 F 2d at p. 828):

"We conclude that "in the interest of justice" the consolidated proceedings should be transferred to the Seventh Circuit as a proper forum in which the charged party was entitled to seek review of the Board's Order." (Emphasis added)

This Court extracted the quoted language emphasized above from the portion of 28 U. S. C. §2112(a) which applies to the present status of these proceedings. Such portion of the statutory provision whereby this Court now has discretion to transfer these proceedings reads as follows:

"For the convenience of the parties in the interest of justice such court may thereafter transfer all the proceedings with respect to such order to any other court of appeals."

The company here urges that these proceedings should now be transferred to the Seventh Circuit, as was done in the Insurance Workers case, because (1) the "controlling issues" were decided below in favor of the union which has been afforded substantially all of the relief sought and which is "lacking genuine aggrievement;" and (2) even if the union is, technically, an "aggrieved party," there

are strong policy reasons why these proceedings should be so transferred "in the interest of justice."

(1) The Union Lacks Genuine Aggrievement Having Been Afforded the Relief It Sought Respecting the Controlling Issues. As previously noted in these proceedings, the union's petition to review the order of the Board does not set forth the basis for its aggrievement. In fact, the union has yet to even attempt to demonstrate to this Court any real aggrievement; nor is it in a position to even do so if it ever tries. In its exceptions filed before the Board, the union did not challenge the enumeration of issues which the Trial Examiner found framed by the pleadings and the amendments thereto. As the Company understands the rules of procedure, the union is therefore not free at this level to challenge such findings. The issues as set forth by the Trial Examiner and his findings thereon, with appropriate recitation of paragraph and page number in the Trial Examiner's decision(which decision is incorporated and made a part of the Board's order) were as follows:

<u>Issue</u>	<u>Finding</u>
1. "Warnings and promises of benefit by Regency to discourage union	Violation (TXD . p. 10, L. 7-11;

Issue (Continued)

Finding (Continued)

activity, creation of the impression of surveillance of protected activities and the urging of employees to form a grievance committee or company union." (TXD p. 2, L. 4-8)

p. 21, L. 15-18;
p. 23, L. 6-10).

2. "Violation) of Section 8(a)(3) by its (the company's discharge of Irene Lawrence and subsequent refusal to re-employ her." (TXD p. 2, L. 8-10)

Violation (TXD
p. 16, L. 1-2)

3. "The foregoing acts (1 and 2 supra) plus domination or interference in the formation or administration of the Regency Employees Independent Union--violated Section 8(a)(2)." (TXD p. 2, L. 9-12).

Violation (TXD
p. 18, L. 13-16;
p. 10, L. 9-12, 18;
p. 23, L. 14-17;
p. 21, L. 25-28)

4. The discharge of "thirty named employees because of their adherence to IUE and rejection of the Independent, all in violation of 8(a)(1), (2) and (3) of the Act." (TXD p. 2, L. 18-20). Amended: "to add an additional party to the thirty allegedly unlawfully discharged (TXD p. 2, L. 27-29).

Violation (as to
29 employees -
TXD p. 19, L. 24-
29)

It can be seen that not only as to the "controlling issues," but as to all issues and as to virtually all of the relief sought, the Trial Examiner found in favor of the union and against the company.¹ As this Court said in

1.

The union can hardly complain about employee Stock, who was included among the 31 originally but was found to be a supervisor by the Trial Examiner (TXD p. 18, L. 37; TXD p. 19, L. 15-22). Inasmuch as Stock was in a class

International Union et al v. NLRB (1967) 373 F 2d 671, at
p. 674:

"Similarly, we do not think a party's selection of forum is necessarily controlling if it has received substantially all the relief contemplated and any shortfall is inconsequential even though it does not eliminate the technical status "aggravement." Ball v. NLRB, 299 F 2d 683, 689 (4th Cir.), cert. denied suo nom. Northern Virginia Sun Pub. Co. v. NLRB, 369 U. S. 838, 82 S. Ct. 868, 7 L.Ed. 2d 843 (1962). (Emphasis added).

Any "shortfall" in the present case is certainly inconsequential whether or not the technical status of aggravement has been eliminated. These proceedings should be transferred because the union lacks genuine aggravement.

of employees through whom the Trial Examiner found all violations had been committed by Respondent, if the Trial Examiner had found that Stock was not a supervisor but an employee includable in the 8(a)(3)'s, the Government's entire case would have been destroyed. With regard to all issues and matters submitted to the Trial Examiner, the union's sole claim of aggravement is thus confined to the failure to find a discriminatory discharge as to one employee, Mary V. Banks, out of thirty-one charged. Even as to that thirty-first employee, the controlling issue was found against the company. The Trial Examiner was simply forced to conclude that her discharge was not an 8(a)(3) violation because she had not engaged in any union activity whatsoever prior to her selection for discharge (TXD p. 20, L. 46-48).

2. Policy Dictates that These Proceedings Should Be Transferred in the Interest of Justice. Under the above quoted provision contained in 28 U. S. C. §2112(a) this Court, in its discretion, can now transfer these proceedings "[f]or the convenience of the parties in the interest of justice."

In the present case, the alleged unfair labor practices occurred within the jurisdictional area encompassed by the Seventh Circuit. The hearing below was held in Indianapolis, Indiana where the Company is domiciled. The Company has no plants or employees within the jurisdictional area encompassed by this Court. All of the affected employees in these proceedings were employed at the Company's facilities located in Indianapolis, Indiana.

The only reason these proceedings are lodged in this Court is because the union involved has a national office in Washington, D. C. Such national office was not involved in the organizational campaign at the Company's Indianapolis facilities. Such national office was not involved in the proceedings before the Trial Examiner.

This Court's jurisdiction in this case thus precariously rests on two very flimsy foundations, at best.

Though ever so slight, the union claims aggrievement and based upon a petition for review, obviously prepared before the fact, the union claims that the above proceedings should be heard in this Court because it has an office located in Washington.

The claim is made despite the fact that all of the pertinent past conduct occurred in Indiana; despite the fact that all of the persons involved are in Indiana; despite the fact that future enforcement, if any, will take place in Indiana; despite the fact that the hearing below, from which this appeal stems, occurred in Indiana; and despite the fact that the future hearings, which will undoubtedly be necessary if the result below is affirmed, will take place in Indiana.

All parties would be remiss not to call this Court's attention to the "second thoughts" expressed by the Second Circuit after having previously refused to transfer proceedings where the fundamental jurisdictional facts were similar, though stronger even, than the present case. In J. P. Stevens and Company v. NLRB (2nd Cir. 1967) 380 F 2d 292, at p. 303, fn 16, the Second Circuit Court of Appeals had occasion to bemoan its earlier denial of the company's

petition to transfer to the Fourth Circuit, as follows:

"There have also been called to our attention orders of the Board or a Trial Examiner subsequent to the one reviewed here. We wish to make two things clear: (1) now that we have completed a thorough review of the record, we are by no means sure that our earlier refusal to transfer was correct. The company sought inter alia review of 71 discharges in an order extensively affecting it; the union sought review of 6 discharges. All the discharges occurred in North and South Carolina and the impact of the order, about which serious questions of policy are raised, will be directly felt in those states. The Board itself informed this Court that it was in a quandary as to the circuit in which to proceed; and (2) in any event our prior order is not controlling with regard to the proper forum to review the further Board orders, actual or potential, referred to above."

Should the Board's order with respect to the 8(a)(3)'s be enforced by this Court or the Seventh Circuit Court of Appeals, there will unquestionably be additional hearings with respect to back pay, etc. As the Board will acknowledge, enforcement of its orders is rather uniformly sought in the circuit wherein the unfair practices occurred (Ibid. p. 302, fn 16).

In its motion in opposition to Intervenor's petition to dismiss the union makes reference to aggrievement by

reason of certain inadequacies in the Trial Examiner's (the Board's) order. Without extensively reviewing either the order or the merits of the present case, Respondent would like to point out that the record will disclose that some 40-50 jobs were eliminated from Respondent's plant and therefore in his recommended order, the Trial Examiner directs the company to "offer to Irene Lawrence and to the 29 employees whose names appear on Appendix B to this decision immediate and full reinstatement to their former or substantially equivalent position..." (emphasis added) (TXD p. 24, L. 10-13). It therefore should be obvious that there is much yet to be decided in this case, even should the Board's order be enforced as rendered and the circuit of the company's domicile becomes, in the company's evaluation, the more logical forum to assume and maintain jurisdiction of this matter.


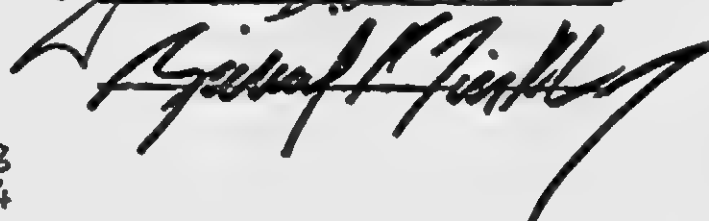
The union's grievement as a result of the Board's order is at best minimal. Whether or not it is sufficient to technically result in the union being an "aggrieved party," the company here respectfully urges this Court to transfer these proceedings to the Seventh Circuit

"for the convenience of the parties" and "in the
interest of justice."

Respectfully submitted,

BRIGGS, SOMMER & TENKHAM

By

815 Merchants Bank Building
Indianapolis, Indiana 46204

BEBCHICK & SHER

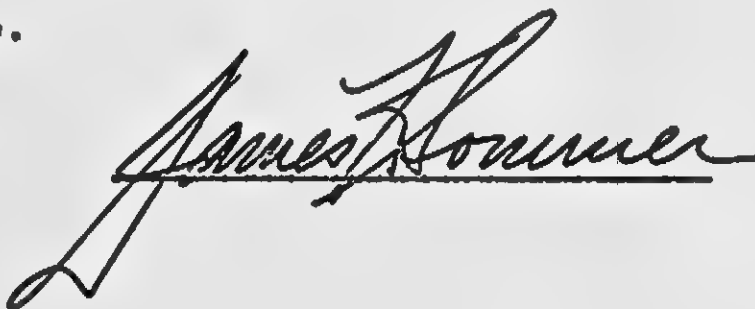
By _____

818 - 18th Street N. W.
Washington, D. C. 20006

Attorneys for Regency Elec-
tronics, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Motion to Transfer Petitions for Review was mailed on March 25, 1968, first class, postage prepaid, to the following: Mr. George Rose, Regency Employees Independent Union, 15 East Washington Street, Indianapolis, Indiana; Marcel Mallet-Provost, Esq., Assistant General Counsel, National Labor Relations Board, 1717 Pennsylvania Avenue, N. W., Washington, D. C.; and Mr. Irving Abramson and Mrs. Ruth Weyand, 1126 - 16th Street, N. W., Washington, D. C. 20036.

James H. Lommer

United States Court of Appeals
FOR THE DISTRICT OF COLUMBIA CIRCUIT

APR 24 1968

No. 21,600

September Term, 19 67

International Union of Electrical,
Radio and Machine Workers, AFL-CIO,
Petitioner,

v.

National Labor Relations Board,
Respondent.

Regency Electronics, Inc.,
Intervenor.

United States Court of Appeals
for the District of Columbia Circuit

FILED APR 23 1968

Nathan J. Paulson
CLERK

No. 21,705

Regency Electronics, Inc.,
Petitioner,

v.

National Labor Relations Board,
Respondent.

International Union of Electrical,
Radio and Machine Workers, AFL-CIO,
Intervenor.

Before: Wright, McGowan, and Leventhal,
Circuit Judges.

O R D E R

These causes came on for hearing on the motion of Regency Electronics, Inc. to transfer the petitions for review in these cases to the United States Court of Appeals for the Seventh Circuit and the Court heard argument of counsel.

Upon consideration thereof, it is

ORDERED by the Court that the aforesaid motion to transfer be denied, and it is

FURTHER ORDERED by the Court that counsel for petitioners shall file their briefs on or before Monday, May 13, 1968; counsel for respondent shall file its brief on or before Friday, June 7, 1968; and the reply briefs, if any, shall be filed on or before Friday, June 21, 1968.

Counsel for the respective parties may file their main briefs initially in typewritten form provided that the printed version thereof is filed on or before Monday, June 17, 1968. Counsel, if they desire to do so, may file their final briefs herein in mimeograph or xerox-type

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,600 and 21,705

Page 2

September Term, 1967

form in lieu of printing same and pursuant to Rule 16(j) of the General Rules of this Court, the joint appendix may be prepared by xerox-type method and only 7 copies thereof need be filed herein. The time for filing the joint appendix is extended to and including June 17, 1968.

The Clerk is directed to schedule this case for oral argument during the week of June 24, 1968 as the business of the Court will permit.

Per Curiam.

IN THE UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

INTERNATIONAL UNION OF ELECTRICAL
RADIO AND MACHINE WORKERS, AFL-CIO,

Petitioner,

v.

No. 21,600

NATIONAL LABOR RELATIONS BOARD,

Respondent,

and

REGENCY ELECTRONICS, INC.,

Intervenor.

REGENCY ELECTRONICS, INC.,

Petitioner,

v.

No. 21,705

NATIONAL LABOR RELATIONS BOARD,

Respondent,

and

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO,

Intervenor.

PREHEARING CONFERENCE STIPULATION

Pursuant to Rule 38(k) of the Rules of this Court, the
parties, subject to the Court's approval, hereby stipulate and agree as
follows:

I. THE ISSUES

A. The issues in No. 21,600 are as follows:

1. Whether the Board's remedy was valid and proper.
2. Whether substantial evidence on the record as a whole supports the Board's finding that the Company did not discriminatorily discharge Mary V. Banks or Mabel Stock in violation of Section 8(a)(3) and (1) of the Act.

B. The issues in No. 21,705 are as follows:

1. Whether substantial evidence on the record as a whole supports the Board's findings that the Company interfered with, restrained and coerced its employees in violation of Section 8(a)(1) of the Act.
2. Whether substantial evidence on the record as a whole supports the Board's findings that the Company violated Section 8(a)(3) and (1) of the Act by discharging twenty-nine employees.
3. Whether it was proper during the hearing before the Trial Examiner to permit the complaints to be amended to add the names of seven group leaders as supervisors through whom the company acted.
4. Whether substantial evidence on the record as a whole supports the Board's finding that said group leaders were supervisors as defined by Section 2(11) of the Act.
5. Whether it was proper to admit, over the objection of Respondent, union designation cards.
6. Whether substantial evidence as a whole supports the Board's findings that the Company interfered with the formation and administration of the Regency Employees Independent Union in violation of Section 8(a)(2) of the Act.

7. Whether substantial evidence on the record as a whole supports the Board's findings that the Company violated Section 8(a)(3) and (1) of the Act by discharging Irene Lawrence.

II. THE JOINT APPENDIX

1. The relevant portions of the record shall be reduced to a joint appendix comprising the materials the parties shall designate.

2. The Union shall designate those portions of the record required to be reproduced by the Rules of this Court (including the Board's Decision and Order, the Trial Examiner's Decision, this stipulation and the Court's Order thereon) and shall bear the cost of reproducing those materials.

3. Each party will designate such additional material as it wishes to have reproduced and shall bear the cost of reproducing the material which it designates. The printing of the joint appendix shall be the responsibility of the Union.

4. The Union shall serve the Board and the Company with its designation on or before April 26, 1968. The Company shall serve the Board and the Union with its additional designation on or before May 13, 1968. The Board shall serve the Company and the Union with its additional designation on or before May 20, 1968.

5. Seven (7) copies of the joint appendix shall be xeroxed under this stipulation pursuant to Rule 16(j) of the Rules of this Court. The joint appendix shall be filed with the Court on the date that the Board's brief is due.

Dated at Washington, D. C.,
this 6th day of May, 1968.

Marcel Mallet-Prevost
Assistant General Counsel
NATIONAL LABOR RELATIONS BOARD

Dated at Washington, D.C.
this 6th day of May, 1968

Stanley O. Sher
Stanley O. Sher
Counsel for Regency Electronics, Inc.

Dated at
this day of May, 1968

Ruth Weyand
Ruth Weyand
Counsel for IUE

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGENCY ELECTRONICS, INC.

and

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO

and

REGENCY EMPLOYEES INDEPENDENT UNION

DECISION AND ORDER

On May 23, 1967, Trial Examiner Arthur M. Goldberg issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. The Trial Examiner also found that the Respondent had not engaged in certain other alleged unfair labor practices and recommended dismissal of those allegations of the complaint. Thereafter, the Respondent and the Charging Party filed exceptions to the Trial Examiner's decision and briefs in support of their exceptions. The General Counsel filed limited exceptions to the Trial Examiner's Decision and a brief in support thereof, a brief in support of the Trial Examiner's Decision, and an answering brief to the Respondent's brief to the Board.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel:

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. This rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision and the entire record in this case, ^{1/} including the exceptions and briefs, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner, and hereby orders that the Respondent Regency Electronics, Inc., Indianapolis, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

Dated, Washington, D. C. January 18, 1968

Gerald A. Brown, Member

Howard Jenkins, Jr., Member

Sam Zagoria Member

NATIONAL LABOR RELATIONS BOARD

-(SEAL)

^{1/} The Respondent has requested oral argument. As the record, including the exceptions and briefs, adequately sets forth the issues and the positions of the parties, the request is hereby denied.

TXD--265--67
Indianapolis, Ind.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF TRIAL EXAMINERS
WASHINGTON, D.C.

REGENCY ELECTRONICS, INC.

and

Cases 25-CA-2347 and
25-CA-2384

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO

and

REGENCY EMPLOYEES INDEPENDENT UNION

Party of Interest

Arthur G. Lanker, Esq., and Milford
R. Limesand, Esq., for the General
Counsel

Richard P. Tinkham, Jr., Esq., and
James K. Sommer, Esq., of Briggs,
Berner, Sommer & Tinkham, Esqs.,
Indianapolis, Ind., for the
Respondent.

Marilyn Rose, Esq., Washington, D.C.,
and Mr. Earnest J. Rutherford,
Indianapolis, Ind., for the
Charging Party.

Mrs. Charlotte Farmer, Indianapolis,
Ind., for the Party of Interest.

Before Arthur M. Goldberg, Trial Examiner.

TRIAL EXAMINER'S DECISION

Statement of the Case

Pursuant to an order of the Regional Director for the Board's
Region 25 consolidating for hearing complaints previously issued by

him in Cases 25-CA-2347 and 25-CA-2384 alleging that Regency Electronics, Inc. (herein called the Respondent or Regency), had violated Section 8(a)(1), (2), and (3) of the National Labor Relations Act, as amended (herein called the Act), hearing was held before Trial Examiner Arthur M. Goldberg in Indianapolis, Indiana, on 11 hearing days between July 6 and August 25, 1966.

The complaint issued in Case 25-CA-2347 on November 30, 1965, based on an amended charge filed on November 1, 1965, by the International Union of Electrical, Radio and Machine Workers, AFL-CIO (herein called the Union or the IUE). The complaint alleged warnings and promises of benefit by Regency to discourage union activity, creation of the impression of surveillance of protected activities and the urging of employees to form a grievance committee or company union, Regency was alleged to have violated Section 8(a)(3) by its discharge of Irene Lawrence and subsequent refusal to employ her. Finally, the foregoing acts, plus domination or interference in the formation or administration of the Regency Employees Independent Union (herein called REIU or the Independent) were alleged to have violated Section 8(a)(2) of the Act. Respondent admitted the discharge and its refusal to reemploy Lawrence but denied that these or its other actions violated the Act.

The complaint issued in Case 25-CA-2384 on January 27, 1966, based on an amended charge filed on January 26, 1966, by the IUE. The complaint alleged that on about November 12, 1965, Regency discharged 30 named employees because of their adherence to IUE and rejection of the Independent, all in violation of Section 8(a)(1), (2), and (3) of the Act. Respondent denied all allegations of violation.

On June 21, 1966, the Regional Director for Region 25 amended the complaint in Case 25-CA-2347 by adding an allegation that on or about October 18, 1965, Regency had demoted Irene Lawrence and reduced her wages because she had engaged in activity protected by the Act. Further, based upon a second amended charge filed on June 17, 1966, in Case 25-CA-2384 the complaint therein was amended to add an additional employee to the 30 allegedly unlawfully discharged. Respondent amended its answer to deny the additional allegations.

At the hearing General Counsel amended the complaint in Case 25-CA-2347 to allege an act of interrogation as a violation of Section 8(a)(1). In a further amendment General Counsel named as supervisors and agents of Respondent seven persons employed as group leaders and alleged they participated in the asserted domination and interference in the affairs of the Independent.^{1/}

^{1/}

Further efforts by General Counsel during the course of the hearing to amend the complaints were rejected as untimely.

After 10 days of taking testimony and some 1900 pages of transcript, General Counsel rested. Thereafter, while in recess and before the date set for resumption, Respondent moved for continuance because its vice president in charge of manufacturing, Wayne Gunselman, whose presence was needed for proper presentation of its case had suffered a heart attack.^{2/} Upon good cause shown, the matter was continued to November 7, 1966. While in continuance, on October 24, 1966, Respondent moved to dismiss the instant proceedings on the asserted basis that General Counsel had failed to make a prima facie case. In support of its motion to dismiss, Respondent filed a 25-page brief. Thereupon, by Order dated October 28, 1966, I continued the instant proceedings sine die, to permit examination of the record before ruling upon Respondent's motion.

After examination of the entire record, including the transcript of proceedings, the exhibits thereto and the filings made in connection with the motion to dismiss, by Order dated December 30, 1966, I denied Respondent's motion to dismiss, finding that the record contains sufficient evidence to establish prima facie violations of those sections of the Act alleged in the complaints. At the same time I ordered that the hearing be resumed on January 23, 1967. However,

^{2/}

An earlier postponement granted by the Regional Director had been occasioned by Mr. Gunselman's first such seizure.

on January 19, 1967, by telegram, Respondent rested without presenting any evidence and renewed its motion to dismiss.

After several extensions of time to file briefs, General Counsel filed his brief on March 13, 1967. By telegram dated that same day Respondent advised all parties that it was relying upon its brief filed in support of its motion to dismiss as its brief herein.

Upon the entire record in the case, my observation of the witnesses and their demeanor and the briefs of General Counsel and Respondent, I make the following:

Findings of Fact

1. The Business of Respondent

The complaints alleged, the answers did not controvert, and I find that Regency Electronics, Inc., is and has been at all times material herein, an Indiana corporation with its principal office and place of business in Indiana, where it is engaged in the design, manufacture, sale, and distribution of radios and other electronic products.

During a representative 12 month period Respondent sold and shipped from its Indianapolis, Indiana, plant finished products valued in excess of \$50,000 to points outside the State of Indiana. During the same representative period Respondent, in the course and

conduct of its business operations, purchased materials valued in excess of \$50,000. which were shipped to its Indian location from points outside that State.

Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and meets the Board's standards for asserting jurisdiction.

II. The Labor Organizations Involved

International Union of Electrical, Radio and Machine Workers, AFL-CIO, and Regency Employees Independent Union are labor organizations within the meaning of Section 2(5) of the Act.

111. The Alleged Unfair Labor Practices

A. Respondent's Operations

During the events herein Regency operated two plants in Indianapolis, one on Pendleton Pike, the other on Franklin Road.^{3/} At the Franklin Road plant Respondent produced its avionics products, electronic equipment for in-air use by aircraft. In addition to the small avionics department of no more than 16 employees, Regency maintained at Franklin Road a machine shop and finishing department with approximately 25 employees. The engineering department was

^{3/}
Also known as the avionics plant

airborne electronic equipment, the Transponder and Navy-Com were required to meet standards set by the Federal Aviation Authority and to pass inspection by that agency. The Nav-Com is a sophisticated four-part navigation and safety product combining radio sending and receiving equipment with radar for use in conjunction with FAA ground control installations. To the date of the hearing Regency had not been able to solve all production problems in connection with Nav-Com. However, as early as July a magazine in the aviation industry had featured Nav-Com and announced to the trade that the product would be ready in September.

With the opening of the new Metrotek plant in Raleigh, Respondent moved to the South production of certain commercial products, including all tube-type radios, both to make room in Indianapolis for the expected manufacture of Nav-Com and also to separate into two factories the higher labor cost items which were to be retained in Indiana from the less sophisticated products which went to Metrotek. As planned all Indianapolis production was moved from Franklin Road to Pendleton Pike after November 12.

All manufacturing in Indianapolis is under the direction of Wayne Gunselman, Respondent's Vice President. At the Franklin Road plant the machine shop and finishing department as well as the

maintenance crew were under the direction of Leo Van Zell. The avionics department was directed by Harry Pate and employees working in the receiving and stock sections were headed by Roland Huber.

At the Pendleton Pike plant Roland Montague was plant foreman. At the time of the events herein Larry Bright was being trained to succeed Montague when the latter moved to Metrotek as was planned.^{5/} Under Montague and Bright were a number of group leaders whose putative status as supervisors is a matter of controversy herein.

B. The Status of Group Leaders.

^{6/}
In the assembly department with approximately 90 employees, apart from group leaders, there was no one in the supervisory hierarchy between Foreman Montague^{7/} and the group leaders. Group leaders maintained the time records from which the employees were paid. Group leaders were, in Personnel Manager McGraw's words,

^{5/}

The foregoing account of Respondent's operations, products, and plans is based on a synthesis of the uncontradicted testimony of Dwayne Berner, Regency President, and Juanita McGraw, Respondent's personnel director.

^{6/}

Including assemblers, inspectors, repair girls, and the like, but excluding testers, machine shop employees, maintenance people, etc.

^{7/}

Bright was a trainee, learning to replace Montague after being taught to handle his tasks. Accordingly, his presence cannot be considered as an addition to the supervisory structure.

"responsible for production". It was their duty to keep employees busy at all times, shifting them when their work ran out and keeping the lines supplied with material from the stockroom. Group leaders trained and assisted employees until such time as the employees were able to perform on their own the assigned work. On occasion group leaders would fill in on the assembly line for absentees or would relieve employees when they went to the restroom. When overtime had been authorized by Montague, group leaders selected the employees to work the extra hours. Employee requests to be excused from work were made either directly to Montague or to a group leader who in turn cleared the absence with the foreman. In Montague's absence group leaders would interchange employees with each other to insure that all were kept busy. McGraw testified that all group leaders, whether assigned to assembly or some other section, perform the same function in Regency's operations.

Group leaders and employees enjoy the same vacations and life and hospitalization insurance. In the plant, all use the same restroom and dining facilities. However, group leaders are higher paid than other employees.

The role played by the group leaders in the selecting-out

process which preceded the November 12 layoff tips the scales to a finding that they are supervisors within the meaning of the Act.^{8/} In preparing for the November layoff, McGraw called upon the group leaders, the foreman, and the quality control supervisors to rate the employees individually. In this rating process, Personnel Director McGraw considered herself merely an instrument. It was the group leaders, the foreman, and the quality control supervisor who were called upon to make a subjective evaluation of each employee's capabilities. The evaluation by the group leaders were made independently from those of the foreman and quality control supervisors. However, McGraw testified, it was the resulting combined evaluation which was the most important factor in selecting employees for retention or layoff. Thus, it cannot be said that the group leaders do not effectively recommend the discharge or retention of employees when their independent recommendation is given equal weight with that of the plant foreman. This is clear evidence of supervisory status. The Powers

8/

While my finding as to the group leaders' supervisory status is not based solely on their major role in the selection of employees for discharge, their authority effectively to recommend discharge or retention of employees would alone support such a finding. "The possession of any one of the authorities listed in Section 2(11) [of the Act] places the employee invested with this authority in the supervisory class" for that "section is to be interpreted in the disjunctive." Ohio Power Company v. N.L.R.B., 176 F.2d 385, 387 (C.A.6), cert. denied 380 U.S.899

Regulator Company, 149 NLRB 1185, 1187--88, enfd. 355 F.2d 506 (C.A.7).

In sum, based on their authority effectively to recommend discharge or retention of employees, their authority to transfer employees as needed and to direct them in their work, and with consideration of the otherwise unrealistic ratio of supervisors to working force, I conclude that the group leaders are supervisors within the meaning of Section 2(11) of the Act. See N.L.R.B. v. Gary Aircraft Corporation, 368 F.2d 223 (C.A.5).

C. The Organizing Campaign and Respondent's Reaction.

Following what the employees deemed to be unsatisfactory resolution of grievances concerning work assignments and job promotions, at the behest of fellow employees, Irene Lawrence made contact with a representative of the IUE. At a meeting on September 2 at the Union's office with IUE representative Earnest Rutherford, Lawrence, and a number of other Regency employees signed IUE authorization cards. Those present were given blank union designations with which to secure additional support for the IUE. The following day, September 3, Rutherford wrote to Regency President Berner advising him of the Union's organizing campaign. Rutherford began distribution of organizing handbills at Respondent's plant as well.

I. Berner's speech of September 7

On September 7 Berner addressed the assembled employees at Pendleton Pike.^{9/} After reading Rutherford's letter of September 3 and assuring the employees of their right to select an International Union if they so wished, Berner pointed out that the union cards being circulated picked the Union as bargaining representatives and perhaps as lifetime partner. Berner said that employees had come and asked that management form a committee. There was nothing the Company could do. It could not form a committee, he said, the employees would have to do that. Berner then stated his feeling that organization of Regency by an international union was "rather ridiculous" and urged the employees to explore the formation of a "local union, company union." He cited the example of a successful independent union at a nearby industrial establishment. Next Berner discussed company production plans, the new facilities at Raleigh, and the program to retain only class A production at Indianapolis, moving the commercial work elsewhere. Berner explained that the expansion program had kept him away from the plant but that he had thought morale was good. Now, however, he had heard reports of employee grievances and invited them, individually or if they wished by a committee, to meet with him and discuss problems affecting morale. In response to employee

^{9/}

A copy of this speech was made part of the record.

questions Berner defended the Company's wage structure and repeated his invitation to employees, "either in a group or individually, or both, if possible" to come in and discuss plant problems. Berner noted again that signing a union card was a final act and said the employees would never see a ballot box if the Union got enough cards.

^{10/}
The complaint alleged that Berner, in violation of Section 8(a)(1), suggested, instructed, and advised the employees to form a grievance committee or company union. The evidence supports the allegation and the law impels the finding of violation. Abex Corporation--Engineered Products Division, 162 NLRB No. 34; Colo Well Service, Inc., 163 NLRB No. 101.

^{11/}
Further, the complaint alleged that Berner threatened to transfer work to other plants and to reclassify the work of the employees if they supported the Union. The text of the speech does not support this allegation. Rather it appears that without threat or warning, Berner told the employees of the longstanding company plan to concentrate at Indianapolis on avionic and more sophisticated products and to transfer the commercial work to Raleigh. Accordingly,

^{10/}
Case 25-CA-2347, paragraph 5(e)

^{11/}
Case 25-CA-2347, paragraph 5(c)

I shall recommend dismissal of this allegation of the complaint.

2. The events following Berner's speech

On September 8, the day following Berner's speech, Fred Day, an employee in Respondent's machine shop, began circulating copies of a petition with the following heading:

THE UNDERSIGNED HERE BY AGREE TO PARTICIPATE IN
THE FORMATION OF A REGENCY ELECTRONIC INC. COMPANY
UNION

A number of employees signed this petition, though some thereafter struck their names from the list. Among those who helped to circulate the petition was Patricia Fox, who signed it and later removed her name.

That same afternoon Fox was asked by Day to accompany him and another employee to Berner's office to talk about a company union. There, after company counsel Tinkham joined the group and Berner had noted that Day and his associate had requested the session, the talk turned to a company union for the plant as against an international union. Berner stated that he would rather have a company union. Berner stated his feeling that with a company union they would remain as "one big happy family" at Regency whereas under an international things would change. General Counsel urges that these remarks of Berner were unlawful interference as was his urging of a company union in his speech

the day before. I so find. Because Berner's role was more than that of an interested listener, this finding of violation is not mitigated by the fact that the meeting came about as a result of employee initiative. Tuscon Ramada Caterers, Inc., 154 NLRB 571; Atkins Saw Division of Borg-Warner Corp., 160 NLRB No.56

After Berner's speech Eva Elsmore, who had worked in a small plant where the employees had dealt with management through a grievance committee, spoke to several employees about her experiences. She also talked to Foreman Montague and Group Leader Virginia Humfleet about an employee grievance committee and they suggested that the idea be discussed further. After work on September 8, Elsmore, together with a number of employees, including Irene Lawrence and the latter's daughter Rose Mary Lawrence Browning, asked to see Berner but met instead with Regency Vice President Gunselman and Personnel Manager McGraw. Elmore explained the idea of a grievance committee. Gunselman expressed approval of the proposal and asked how it could be started. When Elsmore explained that while she new how it worked she did not know how to organize such a committee, Gunselman opined that Berner, who was a lawyer, would know the mechanics and that he would talk to Berner.

Gunselman asked how the union activity got started at Regency to which Lawrence replied that it was she who had made contact with the IUE.

3. Further discussions of a grievance committee

On the day following the meeting with Gunselman and McGraw, Montague approached Elmore at work and told her to get her group together to meet with Berner. Accompanied by other employees, Elmore met in the Company's conference room with Berner and Tinkham. Elmore explained the idea of a grievance committee and asked if Berner knew how to establish such a body. Berner said he thought a company union could be worked out if that was what the employees wanted. To this Elmore explained that the employees did not want a company union, they were speaking of a grievance committee. However, Berner persisted in speaking of a company union.^{12/} Berner asked why the employees wanted a union at all. This led to a discussion in which the employees stated their grievances concerning group leaders, promotions, the size of the eating area, and the like. In response to an inquiry concerning higher wages, Berner said he could foresee no raise for the employees.^{13/} When asked about a rumor that he would close the plant if the Union was successful, Berner replied

^{12/}

General Counsel adds these statements to those already found to have unlawfully encouraged employee organization of their own union. To the extent that an additional finding adds to the violation found, I find that this additional encouragement to form a company union violated Section 8(a)(1).

^{13/}

The complaint alleged (Case No.25-CA-2347, paragraph 5(d), that on September 9 Berner promised unspecified benefits to the employees if they would abandon the Union. The record discloses no evidence to support this allegation and I shall recommend that it be dismissed.

that such a move on his part would be expensive and silly.

As the meeting was ending employee Glenna Dunahoo told Berner she would be attending an IUE meeting that evening and asked what he would do if she wore a union button to work the following day. Berner replied if he were she, he would wait a few days. The foregoing account of this exchange is based on the testimony of four of the employees present. Berner did not touch on this meeting in his testimony. Dunahoo testified that in addition to the foregoing exchange, when she then said she would wear the union insignia, Berner stated that she was braver than he thought. Had this additional colloquy, with an implied threat from Berner, occurred, I believe that at least one of the other employees who testified to the occurrence would have recalled the statement, in the absence of such corroboration, I do not credit Dunahoo's version of the conversation. As to the entire exchange, the complaint alleged ^{14/} that Berner warned employees against wearing union badges and threatened them with reprisal for violation of the warnings. Viewed in this context, Berner's admonition was an extension of his expressed hope that the employees would swing to a company union and reject the IUE. In that context, the premature display of an IUE badge might help to frustrate his desire.

^{14/}
Case 25-CA-2347, paragraph 5(a).

Thus, while I cannot read into the exchange any threat of reprisal, I find the statement to be another instance of Berner's unlawful campaign to convince the employees to embrace a form of unionism acceptable to Respondent.

4. Further acts of interference

Following the discussion in Berner's office on September 9, the 35 employees attended an IUE meeting. During the course of the meeting Charlotte Farmer stated she had heard that Berner would close the plant if the Union's campaign succeeded. Irene Lawrence disputed this comment, saying that a group of employees had just left Berner's office where he had said he would not shut because of the Union.

The next day, September 10, the employees were again assembled to hear Berner speak. On this occasion Berner was so angry that, McGraw recalled, he was shaking. Berner accused the employees who had met with him the day before of having gone to a union meeting and slandered him. He had been called everything from an alcoholic to a wife beater, Berner said. In addition he claimed it had been said he had threatened to close down the plant. At this point Irene Lawrence attempted to interrupt saying that his last statement was not correct. Berner told Lawrence, "Shut up, I'm doing the talking."

The complaint alleged ^{15/} that Berner gave the employees the impression of surveillance of their union activities. By commenting in his speech on what had been said at a union meeting, whether accurate or not, Berner unmistakably conveyed the message that Respondent was aware of the happenings at IUE sessions and created the impression of unlawful surveillance. Ainsworth Manufacturing Company, 131 NLRB 273.

Some days later, on September 15, Berner approached Patricia Fox as she was working at the Franklin Road plant, identified her, and then asked if she had any IUE cards. When Fox stated that she had, Berner asked to see one. Berner examined the card and returned it to Fox with his thanks. The complaint alleged ^{16/} and I find that by this conduct Berner unlawfully interrogated Fox. Fox's reply to Berner's question required that she reveal her IUE adherence. Thus, this bald inquiry at her work station was a violation of Section 8(a)(1).

D. The Regency Employees Independent Union

On October 5, petitions were circulated among the employees with the following heading:

^{15/}
Case 25-CA-2347, paragraph 5(b)

^{16/}
Case 25-CA-2347, paragraph 5(f)

WE, THE UNDERSIGNED, DO HEREBY AFFIX OUR NAME
AUTHORIZING OUR CHOICE OF UNION REPRESENTATION
BY THE REGENCY EMPLOYEES INDEPENDENT UNION.

Over 40 employees, including group leaders, signed these
petitions.

A constitution and bylaws for the REIU was hurriedly prepared
on October 7 ^{17/} by Virginia Humfleet, a group leader, several
employees including Charlotte Farmer, and an attorney retained
by the group.

A day or two later, on either October 8 or 9, Charlotte Farmer,
Group Leaders Maxime Healy and Virginia Humfleet, and several other
employees requested and were granted a meeting with Regency Vice
President Gunselman, Personnel Manager McGraw, and a third company
official named Goetz. The REIU delegation advised the Company
officials of the formation of their organization and asked to be
recognized as the Regency Independent Union. While acknowledging
the right of the group to have an independent union the management
representatives advised them that Respondent could not deal with
any union as to do so would be an unfair labor practice.

17/

As evidence of the haste with which this document was prepared, there
was included among the powers and duties of the general committee of
the organization (which was to represent employees of an electronics
manufacturer):

(3) To constitute a grievance committee for all the wholesale
restaurant supply employees who are members of the Union regard-
less of their department.

Officers of the REIU had been elected on October 7. Charlotte Farmer was chosen to serve as president. Of the bargaining committee of five elected that day, two members, Maxim Healy and Virginia Humfleet, were group leaders.

REIU president, Farmer, testified that the Independent had never collected dues. Rather, the organization expenses were met by contributions. Farmer testified that a large part of the REIU's bills were met by Group Leader Humfleet out of her own pocket.

During October the REIU made three leaflet distributions and held three meetings. That same month Group Leader Humfleet telephone Elmore at her home to talk about the REIU. Humfleet explained that, with the IUE, employees were liable to be fired. As to the IUE, Humfleet stated; "Mr/ Berner knows that we're on his side."^{18/}

After the IUE filed a petition seeking a Board-conducted election the Independent intervened in the representation proceedings. The REIU had obtained a number of individual designations as bargaining representative.

^{18/}

The account of this conversation (and indeed most of the facts set forth in this Decision) is based on uncontradicted testimony, in this instance that of Elmore.

E. Irene Lawrence

As earlier noted, it was Irene Lawrence who made the first contact with the IUE. Lawrence had been employed by Respondent since September 1963. During her employment Lawrence made normal progress and achieved an expert line assembler rating. She received the wage increases, both annual and job related, usually granted by Regency.

Lawrence was in the group which met at the Union's office on September 2 and initiated the organizing campaign. She passed out IUE authorization cards and distributed union handbills at the plant. In response to a question from Vice President Gunselman in his office on September 8, Lawrence acknowledged that it was she who first contacted the Union. Lawrence attended the meeting in Berner's office on September 9 when a grievance committee or company union was discussed. When Berner the following day angrily claimed that he had been slandered and misquoted, it was Lawrence who had sought to interrupt him and had been silenced.

1. Demotion

On October 4 Lawrence was assigned to the last position on a line assembling Citizen Rand radios. On this line seven employees were handling 14 positions, each doing the work usually performed by two assemblers.

The daily quota for the line so manned was 25 radios per day. As the line had started working some days before Lawrence was assigned to it, radios had already accumulated at the end position.

At the time Lawrence went onto the line Group Leader Cora Hollcraft wired one radio so that Lawrence could observe and thereafter Lawrence was on her own. Although an expert line assembler is expected by Respondent to reach the required production rate after 3 days, by October 8 Lawrence was only doing 18 or 19 radios each day. As a result the pile up of radios awaiting attention at Lawrence's work station increased.

On October 8 Lawrence was called to Foreman Montague's office. There Montague asked Lawrence why she was not doing the required 25 radios a day. Lawrence replied that she was working hard and the only way she could explain her failure to keep up was that the work required at the end position was too much for one person. Montague insisted that she produce the quota. Lawrence said she could do 25 rejects but did not want to do that kind of work. She asked the foreman if she had been called in because she was wearing a union button.^{19/} Montague assured her the interview

^{19/}

At that time and until her subsequent discharge Lawrence wore a badge reading "IUE AFL-CIO Organizing Committee."

was only because of her failure to produce and she then returned to the assembly line.

On October 12 the IUE sent its demand for recognition to Respondent.

The following evening, October 13, at an IUE meeting, Charlotte Farmer, president of the Independent, sitting across the aisle from Lawrence, complained that because many of the REIU supporters were Negro, it appeared to her that the others in the plant had stopped speaking to them. Lawrence replied that she had not quit speaking to anybody, union or no union. The color of your skin or mine doesn't make any difference, Lawrence said, they were still friends as far as she was concerned. To this, Farmer replied that Lawrence did not sign her paycheck. At this point, IUE representative Rutherford, cut out the cross-discussion and called the meeting to order.

In finding this to have been the conversation between Farmer and Lawrence, I discredit certain hearsay testimony by McGraw as to what employees reported to her they had heard at the union meeting. Those employees were not called to testify. In effect, Lawrence's testimony stands uncontradicted on the record. Moreover, Lawrence's account was corroborated by other employees who had heard parts of the conversation. However, without corroboration, I would credit Lawrence who, throughout her appearance on the

stand and during considerable cross-examination, testified with candor and dignity.

At 9 a.m. on the morning of October 14, Lawrence was called to the office of Foreman-In-Training Bright, where, in the presence of Group Leader Hollcraft and Quality Control Supervisor Surface, Bright informed Lawrence she was being taken off the assembly line and transferred to subassembly with a 10 cent-per-hour pay cut. Bright said the decision had not been his but that it had been he who insisted she be put on subassembly rather than packing because of her abilities as a wirer and solderer. Lawrence protested the cut in wages asserting that other employees had been transferred to subassembly with no reduction in pay. When Bright explained that the decision as to Lawrence's wage rate was for McGraw to make, Lawrence asked to see the personnel manager and arrangements were made to call McGraw back from the Franklin Road plant. In all, Lawrence was in Bright's office for 2 hours. Their conversation was interrupted from time to time by people coming to Bright with plant problems. ^{20/}

^{20/}

The foregoing account of Lawrence's stay in Bright's office prior to McGraw's arrival is based on her uncontradicted testimony.

After McGraw's arrival the session continued until after 2 p.m. Lawrence protested the cut in pay and gave to McGraw the names of two employees who, Lawrence claimed, had made the same transfer from assembly to subassembly but with no wage cut. At one point Lawrence asked that Group Leader Eleanor Rumler be called to the office to confirm Lawrence's good work. However, when Rumler arrived she stated that she had always had to help Lawrence.^{21/} McGraw promised to check on the employees who Lawrence had cited in her argument against a wage cut. After McGraw left at or about 2:15 p.m., Lawrence had lunch and then, at Bright's direction, worked on packing for the balance of the day. In all Lawrence was in the office over 5 hours on October 14.

Lawrence was called to the office the following morning, October 15. McGraw informed Lawrence that the wage cut could stand. This session lasted three hours, until noon. During the course of the morning the union campaign was discussed. Shortly after 11 a.m. Rose Mary Browning, Lawrence's daughter, entered McGraw's office and joined the group. McGraw commented that there

^{21/}

The foregoing account of the events of October 15 is based on a synthesis of the testimony of Lawrence and Browning. In certain respects McGraw's testimony corroborates theirs. To the extent McGraw's version varies, I do not credit her testimony.

was always friction on both sides when a union appeared. Lawrence complained of Berner having told her to shut up and McGraw stated her resentment at some comments in IUE leaflets. McGraw brought up the rumors of trouble at a union meeting between whites and Negroes and stated that Regency would not permit disturbances of that nature. Both Lawrence and her daughter denied knowledge of such an incident. Lawrence commented that since the Union appeared she was spending time in the Company office and noted that some people said she was the ringleader. In response McGraw reminded Lawrence she had told Gunselman of her call to the Union. Lawrence stated she was not giving up the Union and the Company would have to fire her. she would not quit.^{22/} That afternoon, at Bright's direction, Lawrence reported to Group Leader Humfleet's subassembly line where she worked until her discharge on October 20.

Lawrence was replaced on the Citizen Band Line by Alice Dostin. A number of employees testified without contradiction that although Group Leader Hollcraft gave Dostin help which she denied to Lawrence,

^{22/}

The foregoing account of the events of October 15 is based on a synthesis of the testimony of Lawrence and Browning. In certain respects McGraw's testimony corroborates theirs. To the extent McGraw's version varies, I do not credit her testimony.

23/

Dostin never was able to meet the daily quota of 25 radios.

Dostin remained on the Citizen Band Line until it was disbanded.

On October 18 the IUE filed its first unfair labor practice charge against Respondent. A copy of that charge was served on Regency on October 19. Among the acts alleged as violations of the Act was moving IUE supporters to lower paying jobs.

2. Discharge

Irene Lawrence worked without incident on the subassembly line from October 18 until about 1 p.m. on October 20. At that time Fore-man-in-Training Bright came to her and asked that she accompany him to the office. Lawrence asked what she had done now to make a visit to the office necessary. Bright merely replied that she was to come to talk to McGraw and himself. At this point Lawrence said she could not go through that ordeal again and claimed the right to call her union representative. Bright noted her refusal and left.^{24/}

Shortly thereafter Berner, McGraw, and Bright came to Lawrence's work station and Berner discharged Lawrence. The testimony as to what Berner said to Lawrence at that time is in sharp conflict. Lawrence and the employee witnesses who testified

^{24/}

To this point the account is based on a synthesis of the uncontradicted testimony of Lawrence and several corroborating witnesses.

to the incident all recalled that after Berner identified Lawrence by name he stated his understanding that she had refused to come to the office to speak to him. Lawrence protested that she had been told only that McGraw and Bright had called for her and there had been no mention of Berner. Bright corroborated Lawrence. At this point Berner said she was terminated, because of a racial disturbance and not because of her work or refusal to come to the office.

Respondent on the other hand asserts that the discharge was precipitated by Lawrence's refusal to go with Bright to the office. ^{25/} McGraw testified that she received reports of a racial incident at a union meeting in October. This information, McGraw claimed, came not only from supervisors but from several Negro employees as well. At that time Berner was not in Indianapolis. However, although this created a "touchy" situation in her opinion, McGraw did not advise Berner of the reported incident until he arrived back at the plant about a week after she first learned of the incident. Berner then determined to call Lawrence into the office and get her version of the reported racial episode. Berner testified he did not at that

^{25/}

Both Berner and McGraw testified about the discharge when called as adverse witnesses by General Counsel.

time intend to discharge Lawrence. The only purpose in calling her to the office was to question her about the reports. However, when Bright returned and communicated Lawrence's refusal to come to the office without a union representative, Berner then determined to terminate her services. McGrew stated that before they left the office Berner said that the discharge would be because of Lawrence's refusal to accompany Bright. Berner testified that was the reason he gave to Lawrence when he spoke to her at the subassembly line.

Apart from the demeanor of the witnesses, ^{26/} the text of the interview prior to the actual discharge impels me to find that the colloquy went as described by Lawrence and the other employees. It may well be that, as McGraw testified, Berner had determined in the office to discharge Lawrence because of her refusal to come to the office at his summons. However, when he confronted Lawrence with her refusal to obey his call, he discovered that she had not refused to come to see him. In fact, she had not been told that it was Berner who had issued the summons. At this point, since his predetermined reason for discharge had evaporated, he fell back upon the supposed racial incident as the cause for terminating her services.

^{26/}

I have heretofore observed that Lawrence appeared to testify with candor.

In any event I would find that in context of the protracted office interview to which Lawrence had been subjected on October 14 and 15, when faced with a call to what appeared to be another such incident of harassment, Lawrence was not insubordinate in refusing to obey.^{27/} Cf. Finesilver Manufacturing Company, 159 NLRB No. 80. Nor can I find that the exchange between Lawrence and Farmer at the IUE meeting on October 13 was a "racial incident." Accordingly, even were I to find that Respondent had an "honest belief" that an untoward incident had occurred at the union meeting, this would give no defense to the charge of unlawful discharge. N.L.R.B. v. Burnup and Sims, Inc., 379 U.S. 21; Rubin Bros., Footwear, Inc., 99 NLRB 610.

3. Conclusions and Findings

The complaint alleged^{28/} that Respondent demoted Lawrence and reduced her wages because of her union activities. I so find.

^{27/}

In so concluding I have carefully examined and considered both the transcript before and decision of the Appeals Referee of the Indiana Employment Security Division in the matter of Irene Lawrence's application for unemployment insurance benefits, which was denied. However, I am convinced that such evidence does not alter my decision herein. Cadillac Marine & Boat Company, 115 NLRB 107, footnote I. In his findings the Referee dismissed the references to the racial question as "merely hearsay," did not treat with the prior occasions when Lawrence was called to and remained in the office for hours and no consideration was given to the surrounding circumstances of the organizing campaign.

^{28/}

Case 25-CA-2347, paragraph 7(d) and (e) as amended June 21, 1966.

Lawrence was known by Respondent to have brought the Union to Regency. Respondent's strong feelings against the IUE have been demonstrated. It does not appear that Lawrence was an unsatisfactory employee at any time prior to her acknowledged inability to meet the quota of 25 citizen band radios at the work station assigned. To the contrary, she had received the normal promotions and pay raises for production employees. Immediately prior to Lawrence's demotion the IUE petitioned for a Board-conducted representation election. Finally, Dostin, Lawrence's replacement was equally unable to reach the 25 radio quota, yet remained on the line until it was disbanded and Dostin's payroll record, made part of the record herein, indicates that her rate of pay was not affected by her equivalent inability to produce. Accordingly, in all the circumstances, I find that Respondent transferred, demoted, and cut Lawrence's rate of pay in reprisal of her union activity.

I have heretofore found that Lawrence had not caused a racial disturbance at a union meeting. In addition I have found that her refusal to accompany Bright to the company office on October 20, in the circumstances, was not insubordination. Having thus disposed of any valid ground for discharge which might be drawn from the record, I am not faced by the "ever present enigma" raised by the necessity of balancing evidence of unlawful discharge against

proffered proof of termination for cause. Furniture Designs, Inc.,
160 NLRB No. 126.

In all the circumstances I conclude that Lawrence was discharged because Respondent wished to rid itself of the known union leader. That respondent was aware of and concerned with Lawrence's union activity was shown by McGraw when she reminded Lawrence of her admission to Gunselman of her role in bringing the union to Regency.^{29/} The Company's antagonism towards Lawrence is shown by its harassment of her and the unlawful demotion and cut in pay. Immediately before starting on the course which led to its discharge of Lawrence, Regency discovered that its efforts to defeat IUE by encouraging the formation of an Independent union had been insufficient when IUE filed its petition for election. In the absence of any valid reason for discharge^{30/} and in the face of Respondent's unlawful campaign to defeat the IUE and its prior discrimination against Lawrence, I find that by her termination the Respondent violated Section 8(a)(3) and (1). N.L.R.B. v. McCarthy Motor Sales Co., 309 F. 2d, 734-735 (C.A.7); N.L.R.B. v. Vapor Blast Mfg. Company, 287 F.2d 402, 405 (C.A.7), cert. denied 368 U.S. 823.

^{29/}
N.L.R.B. v Mid-West Towel and Linen Service, 339 F.2d 958, 961-962 (C.A.7).

^{30/}
Corrie Corp. v. N.L.R.B. 64 LRRM 2731 (C.A.6)

F. The November 12 Terminations

As noted, pursuant to the planned introduction of avionic products to Indianapolis, Respondent scheduled the transfer of all tube radios to the new plant in Raleigh after its completion in the fall of 1965. This had been announced to the employees by Berner in his speech on September 7.

Following this, on October 21 all employees received a memorandum from Personnel Manager McGraw stating again that all commercial work would soon be moved to Raleigh and inviting them to indicate their interest in working in Raleigh at the same rate of pay, in the same classification, and without loss of length of service. By this time, however, Respondent had determined which of the female production workers would be terminated.

Thereafter on November 12, 40 employees then working and two employees on leave of absence were laid off with no expectation of recall. The termination notice given to these employees stated in part, "every employee has been reviewed as to length of service, quality, quantity, attitude, attendance, punctuality and ability to learn new tasks." Other than the evaluation table from which the selections for layoff were made, the personnel records of the employees then employed by Regency indicate that all were acceptable employees who had made normal progress in skill acquisition,

had received usual length of service and job promotion wage increases, and had not been guilty of serious work or discipline infactions. Thus, the employee evaluation process becomes key to a determination of the objectivity of the selections for layoff.

1. The evaluation method

In preparation for a reduction in force McGraw prepared a table listing all of the female production workers and the group leaders. Across the table were nine columns with the following headings: "Length of Service," "Job Classification," "1964 Absenteeism," "Group Leaders Ratings" (under which six separate columns appeared). "Foreman Rating," "Quality Control Rating," "Overall Rating," and "Disposition." McGraw secured the information for the first four categories from the personnel and payroll departments.

To supply group leader ratings, each of these persons except Mabel Stock, was called in by McGraw and asked to rate the employees under her on certain of the criteria listed in the termination notice, namely, quality, quantity, attitude, and ability to learn new tasks. Group leaders were told not to take into account absenteeism or length of service. Based on these factors the group leader gave to each employee in her group a letter rating from "A" to "D" "A" was equal to excellent; "B" for good; "C" indicated average;

and "D: was the mark for those rated very unsatisfactory. In addition to the group leaders, the foremen and Surface, the quality control supervisor, gave the same letter grades to the employees. Thereafter, McGraw translated the letter grades to numerical value, giving 4 for A down to 1 point for D. Finally, based solely on an average of the now numerical grades thus given McGraw determined an overall rating for each of the employees. Group leaders were similarly rated, based only on grades given by the foremen and quality control. McGraw testified that the ratings given were the individual subjective judgement of the grader. Further, it should be noted that the grade given was a composite score for all of the factors to be taken into account and those grading the employees were not given a chart of the factors to be weighed.

McGraw testified that the most important factor in the selection process was the ratings by the group leaders, foremen, and quality control. Not taken into account at any point in the rating process was the factor of scores achieved by employees on manual dexterity tests administered by Respondent.

I have heretofore found that the group leaders were supervisors within the meaning of the Act. Additionally, I have found that group leaders participated in the formation of the Independent,

contributing to it financial and other support and that two group leaders were on the REIU bargaining committee. Further, based on the uncontradicted testimony of the employee involved, I find that group leaders Healy, Cox, Riddle, Rumler and Humfleet solicited authorizations for the Independent, interrogated employees about their IUE activities, and warned employees of reprisals if the IUE was successful. During the course of the IUE organizing campaign group leaders, including Cox, Humfleet, Healy, and Hemingway attended IUE meetings.

In view of the leading role played by the group leaders in the formation and operation of the Independent, their open campaigning against the IUE, their knowledge of IUE adherents gained at union meetings, and the controlling role they played in the selecting-out-process through the subjective ratings they gave, "I am not disposed. . . to view as objective the rating applied for the selection of the employees to be laid off." Serv-Air, Inc., 161 NLRB No.17

2. The impact of the layoff

Annexed to this Decision and marked Appendix A appears a chart listing the names and pertinent information concerning 42 employees. With two exceptions this is the list of those discharged on November 12. In compiling Appendix A I have omitted the name of,

Mabel Stock, who I find to be a supervisor and not properly in the group, and I have added Irene Lawrence, who, but for her discharge on October 20 was slated to be included in the November 12, layoff and properly should be considered with her peers.

(a) Mabel Stock

Stock was group leader in packing at the time of her discharge. While at some former time she might have been an acting group leader, due to the illness of another supervisor, Stock had had the title, duties, and rate of pay of a group leader for some time prior to the events herein. Accordingly, I find that Stock was a supervisor within the meaning of the Act and excluded therefore from its protection.

In any event I would not find that Stock falls within the group discriminatorily selected for layoff, internal evidence, namely the inclusion of Lawrence's name among those evaluated in the selecting-out process, proves that the process was carried out prior to October 20. Stock signed her IUE authorization card on November 9, long after Regency had determined to dispense with her services and only 3 days before the layoff. Stock testified that when she signed the union card she was aware something was afoot because there had been a meeting of group leaders to

which she had not been called. Aside from her IUE designation, Stock was identified by Farmer, REIU president, as a member of the Independent. Stock was a candid witness, stating, ". . . I want to make this clear, that I really wasn't partial to either side, company union, or IUE but all I wanted to do was to be able to work, keep my job."

Other than attendance at one IUE meeting prior to her discharge Stock took no action which in the mind of the employees would have identified her with the Union's cause. As to her being at that meeting, I note that other group leaders who were openly opposed to the IUE also attended its meetings. The uncontradicted evidence supports a finding that Regency had been disenchanted with Stock as a group leader for some time and included her among the employees to be terminated to rid itself of an unsatisfactory supervisor rather than to interdict employee exercise of protected rights. Accordingly, I shall recommend dismissal of that allegation of the complaint pertaining to Stock's discharge. See Better Monkey Grip Company, 115 NLRB 1170, enfd. 243 F.2d 836 (C.A.5), cert. denied 353 U.S. 864.

(b) Discriminatory selection for discharge

From an examination of Appendix A and the larger group from which the discharges were selected, in light of the selecting out system employed and in the context of Regency's efforts to promote

a company union, I conclude that the selection program was discriminatorily employed against IUE adherents resulting in the unlawful discharge of the 29 employees listed in Appendix B.

A total of 93 female production employees, after exclusion of group leaders, were included in the group evaluated prior to the November 12 layoff. Of these 93 employees 48 had executed IUE authorization cards at some time prior to the discharges on November 12.^{31/} However, of the 42 employees included in Appendix A, 32 had given signed cards to the IUE.^{32/}

When the several criteria of leadership in the IUE's campaign are examined the incidence of IUE support among those selected for discharge becomes even more dramatic. Thus, on September 2 at the first IUE meeting of Regency employees, 16 attended. Out of these 16 only 3 survived the selection process. (Betty Reynolds had left Regency before the evaluation sheets were prepared) and prior to November 12, 1 of the 3 survivors, Herma Yensel, was terminated. Selected for discharge: 12 of 16 at the first IUE meeting.

31/

While some of the 48 IUE adherents had in some manner also evidenced support for the REIU this would serve to reduce the number of true IUE adherents among the sample group and make the results of this examination more convincing.

32/

Two of these 32 had also signed REIU petitions.

Early in the campaign the IUE formed an in-plant organizing committee and those who joined signed an organizing committee roster. Of the 14 employees who signed for the organizing committee, 5 survived the selection process, and 1 of these, Herma Yensel, was terminated prior to November 12. Selected for discharge: 9 of 14 on the organizing committee.

As earlier noted, on September 9 a group of employees met with Berner in his office at which time he urged the formation of a company union and questioned those present as to their motives for wanting collective representation. The following day Berner angrily accused this group of having maligned and slandered him. Diligent examination of the record yields the names of 12 employees at that meeting with Berner. Of this group, three survived the selection process. One of the three had subsequently signed an IUE petition. Selected for discharge: 9 of 12 who had been present in Berner's office.

In concluding that the selection process involved discriminatory considerations, I have taken particular note of the high percentage of leading IUE adherents among those selected out ^{33/} and the

^{33/}
N.L.R.B. v. Ambox, Inc., 357 F.2d 138, 142-143 (C.A.5).

absence of any measurable objective elements in the concededly subjective standards which controlled the evaluation process. Moreover, I note that among the 11 employees in whose behalf charges were not filed, only 4 were supporters of the Independent. Cf. N.L.R.B. v. Murray Ohio Manufacturing Company, 326 F.2d 509, 513-515 (C.A.6).

As a final note I emphasized that I do not by this Decision pretend to determine whether those selected for discharge were in fact more or equally capable of performing the avionic work than those who were retained. While it does not appear that Regency was concerned with this issue, their failure to pursue the inquiry does not preclude my consideration. Rather, I do not reach this issue because our concern here is only whether when choosing among its employees Respondent, in whole or in part, was motivated by unlawful considerations. Town & Country Manufacturing Company v. N.L.R.B. 316 F.2d 846, 847 (C.A.5).^{34/}

^{34/}

In view of my findings herein and after giving full weight to Respondent's position that the employees separated on November 12 were discharged with no expectation of recall, I do not deem it necessary to reach the allegation that the employees were wrongfully denied recall. In any event my Recommended Order would afford no further relief to these employees than that herein recommended should I find merit to that allegation.

Noting the absence of evidence linking her with the IUE prior to November 8, when she signed her union card, I shall recommend dismissal of the allegation of unlawful discharge of Mary V. Banks. However, although Marguerite Bruce did not execute her IUE designation until November 9, she attended the meeting in Berner's office on September 9. Accordingly, I include Bruce in Appendix B among those employees who I find were discharged in violation of Section 8(a)(3) and (1) of the Act.

G. Conclusion and Findings on the REIU

The complaint, as amended at the hearing, alleged that on and after September 7, by various acts of interference, restraint and coercion alleged in the complaint and by the unlawful discharge of Lawrence and that of the large group on November 12, Respondent "including by and through its agents and group leaders. . . has dominated and interfered with the formation and administration of the Independent and contributed financial and other support to it. ^{35/}

During the course of the hearing General Counsel was limited to proving a violation of Section 8(a)(2) of the Act by means of the conduct alleged to have violated Section 8(a)(1) and (3). In Section III, C, E, and F of this Decision I have found that those allegations have been proved in pertinent part. Thus, I have found that in his speech on September 7, in conversation with employees on September 8 and in the meeting with employees in his office on September 9, Berner unlawfully urged the formation and support of a company union. Jomax Apparel Company, 146 NLRB 526. Further, I conclude that the unlawful discharge found, which substantially reduced IUE strength while barely affecting the ranks

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Case 25-CA-2347, paragraph 6, as amended.

of the Independent, had the naturally foreseeable consequences of rendering unlawful assistant to the REIU. N.L.R.B. v. Erie Resistor Corp., 373 U.S. 221, 227.

Accordingly, I find that Respondent sponsored and initiated formation of the REIU and thereafter contributed unlawful assistance to the Independent. K & M Machine Company, Inc., 162 NLRB No. 9.

Was the foregoing the only evidence adduced linking Regency and its supervisors and agents to the REIU, and taking note that the REIU was not granted recognition as the employees' bargaining agent, I would recommend merely that Regency be ordered to cease and desist from rendering unlawful assistance to the Independent. Coupled thereto would be the usual admonition that Respondent not afford recognition to the assisted Union in the absence of certification following a Board-conducted election. Jomax Apparel Company, supra.

However, while not basing thereon a finding of violation, I cannot be blind to the activities of certain group leaders on behalf of the Independent.^{36/} As earlier noted, amidst their other

^{36/}

As one may utilize events without the 6-month limitations period of Section 10(b) for elucidation of occurrences not so barred, so may I here use as a background in the framing of a remedial order, the actions of Regency's group leaders. N.L.R.B. v. Lundy Manufacturing Corporation, 316 F.2d 921, 927 (C.A.2).

activities on behalf of the REIU Group Leaders Maxine Healy and Virginia Humfleet were elected to the Independent's bargaining committee. My Recommended Order therefor shall provide a prohibition against assisting the REIU by permitting supervisors to serve on its bargaining committee. The Powers Regulator Company 149 NLRB 1185, 1188, enfd. 355 F.2d 506 (C.A.7); Nassau and Suffolk Contractors' Association, Inc., 118 NLRB 174.

IV. The Effect of the Unfair Labor Practices Upon Commerce

Respondent's activities as set forth in section III, above, occurring in connection with its operations as set forth in Section 1, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy

Having found that Respondent engaged in unfair labor practices in violation of Section 8(a)(1), (2), and (3) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the purposes of the Act.

I have found that Respondent's discharge of Irene Lawrence and the 29 employees listed in Appendix B and the demotion of Irene Lawrence violated Section 8(a)(3) and (1) of the Act. My Recommended

Order shall provide for their reinstatement to their former or substantially equivalent positions and that they be made whole for any loss of earnings suffered as a result of the unlawful discharges, their backpay to be computed in the manner set forth in F.W. Woolworth Company, 90 NLRB 289, with interest thereto in the manner set forth in Isis Plumbing & Heating Co., 138 NLRB 716. In the case of Irene Lawrence she shall be restored to that position and rate of pay which she enjoyed prior to the unlawful demotion.

To remedy the Company's violation of Section 8(a)(2) of the Act my Recommended Order shall require it to cease and desist from the acts of assistance shown, to refrain from extending recognition to the REIU unless and until it shall be certified as bargaining representative of the employees following a Board-conducted election, and to direct the group leaders to abstain from participation in the affairs of the Independent, including serving on its bargaining committee.

Respondent's unfair labor practices indicate an attitude of opposition to the purposes of the Act generally. Accordingly, a broad cease-and-desist order is necessary and appropriate to effectuate the policies of the Act.

Upon the foregoing findings of fact and upon the entire record in this case, I make the following:

Conclusions of Law

1. Regency Electronics, Inc., Respondent herein, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Union of Electrical, Radio and Machine Workers, AFL-CIO, and Regency Employees Independent Union are labor organizations within the meaning of Section 2(5) of the Act.

3. By engaging in certain described conduct referred to hereinabove, in Section III hereof, Respondent interfered with, restrained, and coerced its employees in the exercise of rights guaranteed to them by Section 7 of the Act, and thereby engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. By engaging in the conduct described in Section III, E, and section III, F, above, Respondent discriminated against employees in regard to their hire and tenure of employment, and terms and conditions thereof, in order to encourage or discourage membership in a labor organization, and thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

5. By engaging in the conduct found violative of Section 8(a)(1) and (3) of the Act, Respondent contributed assistance and support to the Independent and thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(2) of the Act.

6. The aforesaid unfair labor practices effect commerce within the meaning of Section 2(6) and (7) of the Act.

7. The Respondent has not committed other unfair labor practices as alleged in the complaint.

RECOMMENDED ORDER

The Respondent, Regency Electronics, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interrogating employees concerning union membership and activities, urging employees to organize and join an independent or company union, and creating an impression of surveillance in a manner constituting interference, restraint, or coercion in violation of Section 8(a)(1) of the Act; or in any other manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed by the Act.

(b) Discouraging membership in the International Union of Electrical, Radio and Machine Workers, AFL-CIO, or

any other labor organization, by discharging, demoting, reducing wages, or in any other manner discriminating against employees in regard to their hire or tenure of employment or any other term or condition of employment.

(c) Interfering with the formation or administration of the Regency Employees Independent Union by urging employees to form or join such organization or by encouraging membership in said labor organization by discharging, demoting, reducing wages, or in any other manner discriminating against employees in regard to their hire or tenure of employment or any other term or condition of employment.

(d) Permitting its group leaders or any other supervisor to act as members of the bargaining committee or in any other way participating in the administration of the Regency Employees Independent Union.

(e) Recognizing Regency Employees Independent Union as the exclusive representative of any of its employees for the purpose of collective bargaining, unless and until the said labor organization has been duly certified by the National Labor Relations Board as the exclusive representative of such employees.

2. Take the following affirmative action which it is found will effectuate the policies of the Act.

(a) Offer to Irene Lawrence and to the 29 employees whose name appear on Appendix B to this Decision immediate and full reinstatement to their former or substantially equivalent position (in the case of Irene Lawrence this shall be the position she occupied prior to Respondent having unlawfully demoted her and reduced her rate of pay), without prejudice to their seniority and other rights and privileges, and make them whole for any loss of wages which they may have suffered as a result of its discrimination against them, in the manner provided in the section hereof entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to analyze the amounts of backpay due.

(c) Post at its Indianapolis, Indiana, plant copies of

the attached notice marked "Appendix C."^{37/}

Copies of said notice, to be furnished by the Regional Director for Region 25, after being duly signed by an authorized representative of the Respondent, shall, be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by other material.^{38/}

(d) Notify the Regional Director for Region 25, in writing, within 20 days from the receipt of this Decision, what steps it has taken to comply there-

^{37/}

In the event that this Recommended Order is adopted by the Board the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order" shall be substituted for the words "a Decision and Order."

^{38/}

In view of the sex, marital status, and ages of the discriminatees I have omitted from the notice the standard note requiring Respondent to notify the discriminatees if presently serving in the Armed Forces.

with. 39/

IT IS FURTHER ORDERED that the complaints be dismissed insofar as they allege unfair labor practices not specifically found herein.

39/

In the event that this Recommended Order is adopted by the Board this provision shall be modified to read: "Notify said Regional Director, in writing within 10 days from the date of this Order, what steps Respondent has taken to comply herewith.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Union of Electrical, Radio, and Machine Workers, AFL--CIO, or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement authorized by Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

All our employees are free to become and remain, or to refrain from becoming or remaining, members of any labor organization, except that such right may be affected by an agreement authorized by Section 8(a)(3) of the Act as modified by the Labor-Management Reporting and Disclosure Act of 1959.

REGENCY ELECTRONICS, INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 614 ISTA Center, 150 West Market Street, Indianapolis, Indiana, 46204, Telephone 633--8921.

APPENDIX A

EMPLOYEES DISCHARGED NOVEMBER 12, 1965

ALLEGED
8(a)(3)

ALLEGED 8(a)(3)	NAME	DATE OF HIRE	CLASSIFICATION	IUE CARD IUE ORGANIZING COMMITTEE b/	ORIGINAL IUE MEETING-9/25/	MEETING-BERNER REIU OFFICE-9/9 d/	PETITION
X	BAILEY, MINNIE L.	4-8-64	LINE ASSEMBLER	-----			
X	BARKS, MARY V.	8-25-65	SUB-ASSEMBLER	11-8-65			
X	BARLOW, BETTY	6-5-63	SUB-ASSEMBLER	9-7-65			
X	BOX, JOSEPHINE	9-7-65	SUB-ASSEMBLER	-----			
X	BROWNING (LAWRENCE), ROSE MARY	7-28-64	EXPERT LINE ASSEMBLER	9-2-65	X		
X	BRUCE, MARGUERITE	5-4-64	LINE ASSEMBLER	11-9-65			
X	BRYANT, MARIE JANE	9-23-63	EXPERT LINE ASSEMBLER	NO DATE			
X	CARROW, IRENE G.	8-5-57	REPAIR GIRL	9-3-65			
X	COEB, MARY C.	9/64-(9-2-65)	EXPERT SUB-ASSEMBLER	9-16-65			
X	COLE, LOIS M.	9-7-65	SUB-ASSEMBLER	-----			
X	COOMES, IMOGENE	9-30-63	EXPERT SUB-ASSEMBLER	9-2-65			
X	CRUM, LUCILLE	3-23-64	EXPERT LINE ASSEMBLER	-----			
X	DAUGHERTY, DOROTHY L.	8-27-62	EXPERT LINE ASSEMBLER	9-12-65			
X	DUNAHOO, GLENNA	7-6-64	EXPERT LINE ASSEMBLER	9-2-65			
X	DUNN, GENEVA	4-30-63	EXPERT SUB-ASSEMBLER	9-3-65			
X	DUPREE, NORMA	6-13-63	EXPERT LINE ASSEMBLER	-----			
X	ELMORE, EVA G.	4-28-64	EXPERT LINE ASSEMBLER	9-2-65			
X	FARHAM, IMOGENE	6-3-63	EXPERT LINE ASSEMBLER	-----			
X	FOX, PATRICIA	12-2-64	INSPECTOR	9-2-65			
X	GRIFF, MARILYN	2-17-64	EXPERT LINE ASSEMBLER	9-2-65			
X	GRIZZEL, CAROLYN	7-6-64	EXPERT LINE ASSEMBLER	-----			
X	HAKINS, LILLIAN	1-28-63	EXPERT SUB-ASSEMBLER	9-2-65			
X	KUCKOWSKI, ELLEN	4-1-63	EXPERT SUB-ASSEMBLER	9-13-65			
X	LANHAM, BETTY J.	1-4-64	EXPERT SUB-ASSEMBLER	9-23-65			
X	LAWING, MATTIE	10-8-62	SUB-ASSEMBLER	9-22-65			
X	LAWRENCE, IRENE	9-16-63	INSPECTOR	10-2-65			
X	LOVE, MARJORIE E.	12-13-57	EXPERT LINE ASSEMBLER	9-2-65			
X	McCRACKEN, CELESTINE Q.	0-19-65	REPAIR GIRL	9-3-65			
X	McVAY, ALELIA A.	12-16-54	SUB ASSEMBLER	-----			
X	MORROW, GLENNA	5-12-64	INSPECTOR	9-2-65			
X	PERDUE, MARY E. a/	8-9-62	INSPECTOR	9-2-65			
X	PRINCE, F. LOUISE	9-23-63	EXPERT LINE ASSEMBLER	9-2-65			
X	RICHARDS, MARY E.	9-7-65	SUB-ASSEMBLER	9-15-65			
X	SARDEN, JOHNNIE	5-15-64	LINE ASSEMBLER	9-6-65			
X	SEXTON, MARY C.	8-18-65	SUB-ASSEMBLER	9-2-65			
X	SHAFER, FERN G.	9-7-65	SUB-ASSEMBLER	9-9-65			
X	SKELTON, SANDRA	12-13-64	SUB-ASSEMBLER	9-3-65			
X	SPACKS, MARY E.	11-18-64	EXPERT LINE ASSEMBLER	9-2-65			
X	STARKS, LOIS A.	5-25-64	EXPERT LINE ASSEMBLER	9-7-65			
X	VAUGHN, RUEY L.	5-12-64	EXPERT LINE ASSEMBLER	9-8-65			
X	WOODS, JAQUELYN K.	5-4-64	LINE ASSEMBLER	9-7-65			
X	YATES, LILLIAN	3-30-64	EXPERT SUB-ASSEMBLER	-----			

a/ Acked to be terminated.

b/ In addition to those indicated herein the following signed the roster of the organizing committee: Norma Yensel, Carolyn Hager, Shirley Sloan, Susan Martin, and Reber Harrison. Yensel was terminated on November 2.

c/ In addition to those indicated herein the following attended the first IUE meeting on September 2: Betty Reynolds, Ruth Ishmael, and Reber Harrison. Yensel was terminated on November 2. Reynolds quit her employment with Respondent and her name does not appear on Regency's evaluation table.

d/ In addition to those indicated herein the following attended the meeting in Berner's office on September 9: Etta Sue Truo, Darlene Carpenter, and Reber Harrison.

APPENDIX B

Barlow, Betty	Lanham, Betty J.
Browning (Lawrence), Rose Mary	Lowe, Marjorie
Bruce, Marguerite	McVay, Alolia A.
Bryant, Marie Jane	Morrow, Glenna
Carrow, Irene G.	Princo, F. Louise
Cobb, Mary C.	Richards, Mary E.
Coomes, Imogene	Sardon, Johnnie
Daugherty, Dorothy L.	Sexton, Mary C.
Dunahoo, Glenna	Shaffor, Fern G.
Dunn, Geneva	Shelton, Sandra
Elmore, Eva G.	Sparks, Mary E.
Fox, Patricia	Starks, Lois A.
Grizzel, Carolyn	Vaughn, Ruby L.
Hawkins, Lillian	Woods, Jacquelyn
Kunkowski, Ellen	

APPENDIX C

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT interrogate our employees concerning their union membership and activities or create an impression of surveillance in a manner constituting interference, restraint, or coercion in violation of Section 8(a)(1) of the Act.

WE WILL NOT urge our employees to form and join an independent or company union, or in any other manner interfere with the formation or administration of the Regency Employees Independent Union.

WE WILL NOT discourage membership in International Union of Electrical, Radio, and Machine Workers, AFL--CIO, or encourage membership in Regency Employees International Union by discriminating in regard to the hire or tenure of employment or any other term or condition of employment of our employees.

WE WILL offer immediate and full reinstatement to the employees listed below to their former or substantially equivalent positions, without prejudice to any rights or privileges previously enjoyed and make them whole for any loss of pay they may have suffered by reason of the discrimination against them:

Betty Barlow
Rose Mary Browning
Marguerite Bruce
Marie Jane Bryant
Irene G. Carrow
Mary C. Cobb
Imogene Coones
Dorothy L. Daugherty
Glenna Dunahoo
Geneva Dunn

Eva G. Elmore
Patricia Fox
Carolyn Grizzel
Lillian Hawkins
Ellen Kunkowski
Betty J. Lanham
Irene Lawrence
Marjorie Lowe
Alelia A. McVay
Glenna Morrow

F. Louise Prince
Mary E. Richards
Johnnie Sarden
Mary C. Sexton
Fern G. Shaffer
Sandra Shelton
Mary E. Sparks
Lois A. Starks
Ruby L. Vaughn
Jaquelyn Woods

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGENCY ELECTRONICS, INC.

and

Cases Nos. 25-CA-2347
25-CA-2384

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO

and

REGENCY EMPLOYEES INDEPENDENT UNION

DECISION AND ORDER

On May 23, 1967, Trial Examiner Arthur M. Goldberg issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. The Trial Examiner also found that the Respondent had not engaged in certain other alleged unfair labor practices and recommended dismissal of those allegations of the complaint. Thereafter, the Respondent and the Charging Party filed exceptions to the Trial Examiner's decision and briefs in support of their exceptions. The General Counsel filed limited exceptions to the Trial Examiner's Decision and a brief in support thereof, a brief in support of the Trial Examiner's Decision, and an answering brief to the Respondent's brief to the Board.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, and the entire record in this case, ^{1/} including the exceptions and briefs,

^{1/} The Respondent has requested oral argument. As the record, including the exceptions and briefs, adequately sets forth the issues and the positions of the parties, the request is hereby denied.

and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner, and hereby orders that the Respondent, Regency Electronics, Inc., Indianapolis, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order.

Dated, Washington, D. C. JAN 18 1968

Gerald A. Brown,	Member
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Howard Jenkins, Jr.,	Member
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Sam Zagoria,	Member
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(SEAL)

NATIONAL LABOR RELATIONS BOARD

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF TRIAL EXAMINERS
WASHINGTON, D.C.

REGENCY ELECTRONICS, INC.

and

Cases 25--CA--2347 and
25--CA--2384

INTERNATIONAL UNION OF ELECTRICAL
RADIO, AND MACHINE WORKERS, AFL--CIO

and

REGENCY EMPLOYEES INDEPENDENT UNION

Party of Interest

Arthur G. Lanker, Esq., and Milford
R. Limesand, Esq., for the General
Counsel.

Richard P. Tinkham, Jr., Esq., and
James K. Sommer, Esq., of Briggs,
Berner, Sommer & Tinkham, Esqs.,
Indianapolis, Ind., for the
Respondent.

Marilyn Rose, Esq., Washington, D.C.,
and Mr. Earnest J. Rutherford,
Indianapolis, Ind., for the
Charging Party.

Mrs. Charlotte Farmer, Indianapolis,
Ind., for the Party of Interest.

Before Arthur M. Goldberg, Trial Examiner.

TRIAL EXAMINER'S DECISION

Statement of the Case

Pursuant to an order of the Regional Director for the Board's Region 25 consolidating for hearing complaints previously issued by him in Cases 25--CA--2347 and 25--CA--2384 alleging that Regency Electronics, Inc. (herein called the Respondent or Regency), had violated Section 8(a)(1), (2), and (3) of the National Labor Relations Act, as amended (herein called the Act), hearing was held before Trial Examiner Arthur M. Goldberg in Indianapolis, Indiana, on 11 hearing days between July 6 and August 25, 1966.

5 The complaint issued in Case 25--CA--2347 on November 30, 1965, based
 on an amended charge filed on November 1, 1965, by the International Union
 of Electrical, Radio, and Machine Workers, AFL--CIO (herein called the
 Union or the IUE). The complaint alleged warnings and promises of benefit
 by Regency to discourage union activity, creation of the impression of
 surveillance of protected activities and the urging of employees to form
 a grievance committee or company union. Regency was alleged to have
 violated Section 8(a)(3) by its discharge of Irene Lawrence and subsequent
 refusal to reemploy her. Finally, the foregoing acts, plus domination
 10 or interference in the formation or administration of the Regency Employees
 Independent Union (herein called REIU or the Independent) were alleged
 to have violated Section 8(a)(2) of the Act. Respondent admitted the
 discharge and its refusal to reemploy Lawrence but denied that these or
 its other actions violated the Act.

15 The complaint issued in Case 25--CA--2384 on January 27, 1966, based
 on an amended charge filed on January 26, 1966, by the IUE. The complaint
 alleged that on about November 12, 1965, Regency discharged 30 named
 employees because of their adherence to IUE and rejection of the Independent,
 20 all in violation of Section 8(a)(1), (2), and (3) of the Act. Respondent
 denied all allegations of violation.

On June 21, 1966, the Regional Director for Region 25 amended the
 complaint in Case 25--CA--2347 by adding an allegation that on or about
 25 October 18, 1965, Regency had demoted Irene Lawrence and reduced her wages
 because she had engaged in activity protected by the Act. Further, based
 upon a second amended charge filed on June 17, 1966, in Case 25--CA--2384
 the complaint therein was amended to add an additional employee to the
 30 30 allegedly unlawfully discharged. Respondent amended its answers to
 deny the additional allegations.

beginning of the J. 100
 At the hearing General Counsel amended the complaint in Case 25--CA--2347
 to allege an act of interrogation as a violation of Section 8(a)(1). In
 a further amendment General Counsel named as supervisors and agents of
 35 Respondent seven persons employed as group leaders and alleged they
 participated in the asserted domination and interference in the affairs
 of the Independent.^{1/}

After 10 days of taking testimony and some 1900 pages of transcript,
 40 General Counsel rested. Thereafter, while in recess and before the date
 set for resumption, Respondent moved for continuance because its vice
 president in charge of manufacturing, Wayne Gunselman, whose presence
 was needed for proper presentation of its case had suffered a heart
 attack.^{2/} Upon good cause shown, the matter was continued to November 7,
 45 1966. While in continuance, on October 24, 1966, Respondent moved to
 dismiss the instant proceedings on the asserted basis that General Counsel

50 ^{1/} Further efforts by General Counsel during the course of the hearing
 to amend the complaints were rejected as untimely.

^{2/} An earlier postponement granted by the Regional Director had been
 occasioned by Mr. Gunselman's first such seizure.

had failed to make a prima facie case. In support of its motion to dismiss, Respondent filed a 25-page brief. Thereupon, by Order dated October 28, 1966, I continued the instant proceedings sine die, to permit examination of the record before ruling upon Respondent's motion.

5 After examination of the entire record, including the transcript of proceedings, the exhibits thereto and the filings made in connection with the motion to dismiss, by Order dated December 30, 1966, I denied Respondent's motion to dismiss, finding that the record contains sufficient
10 evidence to establish prima facie violations of those sections of the Act alleged in the complaints. At the same time I ordered that the hearing be resumed on January 23, 1967. However, on January 19, 1967, by telegram, Respondent rested without presenting any evidence and renewed its motion to dismiss.

15 After several extensions of time to file briefs, General Counsel filed his brief on March 13, 1967. By telegram dated that same day Respondent advised all parties that it was relying upon its brief filed in support of its motion to dismiss as its brief herein.

20 Upon the entire record in the case, my observation of the witnesses and their demeanor and the briefs of General Counsel and Respondent, I make the following:

25 Findings of Fact

I. The Business of Respondent

30 The complaints alleged, the answers did not controvert, and I find that Regency Electronics, Inc., is, and has been at all times material herein, an Indiana corporation with its principal office and place of business in Indianapolis, Indiana, where it is engaged in the design, manufacture, sale, and distribution of radios and other electronic products.

35 During a representative 12-month period Respondent sold and shipped from its Indianapolis, Indiana, plant finished products valued in excess of \$50,000 to points outside the State of Indiana. During the same
40 representative period Respondent, in the course and conduct of its business operations, purchased materials valued in excess of \$50,000, which were shipped to its Indiana location from points outside that State.

Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the
45 Act and meets the Board's standards for asserting jurisdiction.

II. The Labor Organizations Involved

50 International Union of Electrical, Radio, and Machine Workers, AFL--CIO, and Regency Employees Independent Union are labor organizations within the meaning of Section 2(5) of the Act.

III. The Alleged Unfair Labor Practices

A. Respondent's Operations

5 During the events herein Regency operated two plants in Indianapolis, one on Pendleton Pike, the other on Franklin Road.^{3/} At the Franklin Road plant Respondent produced its avionics products, electronic equipment for in-air use by aircraft. In addition to the small avionics department of no more than 16 employees, Regency maintained at Franklin Road a machine shop and finishing department with approximately 25 employees. The engineering department was in that building as well. A single maintenance group serviced both buildings.

15 Respondent's main manufacturing operations were conducted at the Pendleton Pike plant. There between 140 and 160 production and maintenance employees were engaged in the assembly of various types of radios and electronic products referred to as "commercial products." Physically the two plants are only minutes apart.

20 In addition to its Indianapolis plants, Respondent had two subsidiary operations. Shepard Industries in Overland Park, Kansas, is a parts supplier to Regency and others in the industry. Respondent's other subsidiary, Metrotek Electronics in Raleigh, North Carolina, is engaged, as is Regency, in the assembly of radios and related products, though of a lower quality than those produced in Indianapolis. In May of 1965 ^{4/} Respondent entered into a contract for construction of a new plant for Metrotek in Raleigh to be ready for occupancy in September of that year. In fact, Metrotek moved into its new quarters in late September or early October.

30 Prior to the events herein Respondent had produced two avionic products, one, the Transponder, which is a piece of radar equipment and the other an item for the United States Navy. For some time Regency had had under development a navigational communication system for civilian aviation called "Nav-Comm." As with all airborne electronic equipment, the Transponder and Nav-Comm were required to meet standards set by the Federal Aviation Authority and to pass inspection by that agency. The Nav-Comm is a sophisticated four-part navigation and safety product combining radio sending and receiving equipment with radar for use in conjunction with FAA ground control installations. To the date of the hearing Regency had not been able to solve all production problems in connection with Nav-Comm. However, as early as July a magazine in the aviation industry had featured Nav-Comm and announced to the trade that the product would be ready in September.

45 With the opening of the new Metrotek plant in Raleigh, Respondent moved to the South production of certain commercial products, including all tube-type radios, both to make room in Indianapolis for the expected manufacture of Nav-Comm and also to separate into two factories the higher

^{3/} Also known as the avionics plant.

^{4/} Unless otherwise indicated all dates hereafter were in 1965.

labor cost items which were to be retained in Indiana from the less sophisticated products which went to Metrotek. As planned all Indianapolis production was moved from Franklin Road to Pendleton Pike after November 12.

- 5 All manufacturing in Indianapolis is under the direction of Wayne Gunselman, Respondent's vice president. At the Franklin Road plant the machine shop and finishing department as well as the maintenance crew were under the direction of Leo Van Zell. The Avionics department was directed by Harry Pate and employees working in the receiving and stock
10 section were headed by Roland Huber.

- At the Pendleton Pike plant Roland Montague was plant foreman. At the time of the events herein Larry Bright was being trained to succeed Montague when the latter moved to Metrotek as was planned.^{5/} Under Montague
15 and Bright were a number of group leaders whose putative status as supervisors is a matter of controversy herein.

B. The Status of Group Leaders

- 20 In the assembly department ^{6/} with approximately 90 employees, apart from group leaders, there was no one in the supervisory hierarchy between Foreman Montague ^{7/} and the group leaders. Group leaders maintained the time records from which the employees were paid. Group leaders were, in Personnel Manager McGraw's words, "responsible for production." It was
25 their duty to keep employees busy at all times, shifting them when their work ran out and keeping the lines supplied with material from the stockroom. Group leaders trained and assisted employees until such time as the employees were able to perform on their own the assigned work. On occasion group leaders would fill in on the assembly line for absentees
30 or would relieve employees when they went to the restroom. When overtime had been authorized by Montague, group leaders selected the employees to work the extra hours. Employee requests to be excused from work were made either directly to Montague or to a group leader who in turn cleared the absence with the foreman. In Montague's absence group leaders would
35 interchange employees with each other to insure that all were kept busy. McGraw testified that all group leaders, whether assigned to assembly or some other section, perform the same function in Regency's operations.

- 40 Group leaders and employees enjoy the same vacations and life and hospitalization insurance. In the plant, all use the same restroom and dining facilities. However, group leaders are higher paid than other employees.

- 45 ^{5/} The foregoing account of Respondent's operations, products, and plans is based on a synthesis of the uncontradicted testimony of Dwayne Berner, Regency president, and Juanita McGraw, Respondent's personnel director.

- 50 ^{6/} Including assemblers, inspectors, repair girls, and the like, but excluding resters, machine shop employees, maintenance people, etc.

- ^{7/} Bright was a trainee, learning to replace Montague after being taught to handle his tasks. Accordingly, his presence cannot be considered
55 as an addition to the supervisory structure.

Lucy Surfa
Quality + cost
Larry, King

The role played by the group leaders in the selecting-out process which preceded the November 12 layoff tips the scales to a finding that they are supervisors within the meaning of the Act.^{8/} In preparing for the November layoff, McGraw called upon the group leaders, the foremen, and the quality control supervisor to rate the employees individually. In this rating process, Personnel Director McGraw considered herself merely an instrument. It was the group leaders, the foremen, and the quality control supervisor who were called upon to make a subjective evaluation of each employee's capabilities. The evaluations by the group leaders were made independently from those of the foreman and quality control supervisor. However, McGraw testified, it was the resulting combined evaluation which was the most important factor in selecting employees for retention or layoff. Thus, it cannot be said that the group leaders do not effectively recommend the discharge or retention of employees when their independent recommendation is given equal weight with that of the plant foreman. This is clear evidence of supervisory status. The Powers Regulator Company, 149 NLRB 1195, 1187--88, enfd. 355 F.2d 506 (C.A. 7).

In sum, based on their authority effectively to recommend discharge or retention of employees, their authority to transfer employees as needed and to direct them in their work, and with consideration of the otherwise unrealistic ratio of supervision to working force, I conclude that the group leaders are supervisors within the meaning of Section 2(11) of the Act. See N.L.R.B. v. Gary Aircraft Corporation, 368 F.2d 223 (C.A. 5).

C. The Organizing Campaign and Respondent's Reaction

Following what the employees deemed to be unsatisfactory resolution of grievances concerning work assignments and job promotions, at the behest of fellow employees, Irene Lawrence made contact with a representative of the IUE. At a meeting on September 2 at the Union's office with IUE representative Earnest Rutherford, Lawrence, and a number of other Regency employees signed IUE authorization cards. Those present were given blank union designations with which to secure additional support for the IUE. The following day, September 3, Rutherford wrote to Regency President Berner advising him of the Union's organizing campaign. Rutherford began distribution of organizing handbills at Respondent's plant as well.

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^{8/} While my finding as to the group leaders' supervisory status is not based solely on their major role in the selection of employees for discharge, their authority effectively to recommend discharge or retention of employees would alone support such a finding. "[T]he possession of any one of the authorities listed in Section 2(11) [of the Act] places the employee invested with this authority in the supervisory class" for that "section is to be interpreted in the disjunctive." Ohio Power Company v. N.L.R.B., 176 F.2d 385, 387 (C.A. 6), cert. denied 338 U.S. 899.

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1. Berner's speech of September 7

On September 7 Berner addressed the assembled employees at Pendleton Pike.^{9/} After reading Rutherford's letter of September 3 and assuring the employees of their right to select an international union if they so wished, Berner pointed out that the union cards being circulated picked the Union as bargaining representative and perhaps as lifetime partner. Berner said that employees had come and asked that management form a committee. There was nothing the Company could do. It could not form a committee, he said, the employees would have to do that. Berner then stated his feeling that organization of Regency by an international union was "rather ridiculous" and urged the employees to explore the formation of "a local union, company union." He cited the example of a successful independent union at a nearby industrial establishment. Next Berner discussed company production plans, the new facilities at Raleigh, and the program to retain only class A production at Indianapolis, moving the commercial work elsewhere. Berner explained that the expansion program had kept him away from the plant but that he had thought morale was good. Now, however, he had heard reports of employee grievances and invited them, individually or if they wished by a committee, to meet with him and discuss problems affecting morale. In response to employee questions Berner defended the Company's wage structure and repeated his invitation to employees, "either in a group or individually, or both, if possible" to come in and discuss plant problems. Berner noted again that signing a union card was a final act and said the employees would never see a ballot box if the Union got enough cards.

The complaint alleged ^{10/} that Berner, in violation of Section 8(a)(1), suggested, instructed, and advised the employees to form a grievance committee or company union. The evidence supports the allegation and the law impels the finding of violation. Abex Corporation---Engineered Products Division, 162 NLRB No. 34; Colo. Well Service, Inc., 163 NLRB No. 101.

Further, the complaint ^{11/} alleged that Berner threatened to transfer work to other plants and to reclassify the work of the employees if they supported the Union. The text of the speech does not support this allegation. Rather, it appears that without threat or warning, Berner told the employees of the longstanding company plan to concentrate at Indianapolis on avionic and more sophisticated products and to transfer the commercial work to Raleigh. Accordingly, I shall recommend dismissal of this allegation of the complaint.

2. The events following Berner's speech

On September 8, the day following Berner's speech, Fred Day, an employer in Respondent's machine shop, began circulating copies of a

^{9/} A copy of this speech was made part of the record.

^{10/} Case 25--CA--2347, paragraph 5(c).

^{11/} Case 25--CA--2347, paragraph 5(c).

petition with the following heading:

THE UNDERSIGNED HERE BY AGREE TO PARTICIPATE IN THE FORMATION OF
A REGENCY ELECTRONIC INC. COMPANY UNION

5

A number of employees signed this petition, though some thereafter struck their names from the list. Among those who helped to circulate the petition was Patricia Fox, who signed it and later removed her name.

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That same afternoon Fox was asked by Day to accompany him and another employee to Berner's office to talk about a company union. There, after company counsel Tinkham joined the group and Berner had noted that Day and his associate had requested the session, the talk turned to a company union for the plant as against an international union. Berner stated that

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he would rather have a company union. Berner stated his feeling that with a company union they would remain as "one big happy family" at Regency whereas under an international things would change. General Counsel urges that these remarks of Berner were unlawful interference as was his urging of a company union in his speech the day before. I so find. Because Berner's role was more than that of an interested listener, this finding of violation is not mitigated by the fact that the meeting came about as a result of employee initiative. Tucson Ramada Caterers, Inc., 154 NLRB 571; Atkins Saw Division of Borg-Warner Corp., 160 NLRB No. 56.

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After Berner's speech Eva Elmore, who had worked in a small plant where the employees had dealt with management through a grievance committee, spoke to several employees about her experiences. She also talked to Foreman Montague and Group Leader Virginia Humfleet about an employee grievance committee and they suggested that the idea be discussed further.

30

After work on September 8, Elmore, together with a number of employees, including Irene Lawrence and the latter's daughter Rose Mary Lawrence Browning, asked to see Berner but met instead with Regency Vice President Gunselman and Personnel Manager McGraw. Elmore explained the idea of a grievance committee. Gunselman expressed approval of the proposal and asked how it could be started. When Elmore explained that while she knew how it worked she did not know how to organize such a committee, Gunselman opined that Berner, who was a lawyer, would know the mechanics and that he would talk to Berner.

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Gunselman asked how the union activity got started at Regency to which Lawrence replied that it was she who had made contact with the IUE.

3. Further discussions of a grievance committee

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On the day following the meeting with Gunselman and McGraw, Montague approached Elmore at work and told her to get her group together to meet with Berner. Accompanied by other employees, Elmore met in the Company's conference room with Berner and Tinkham. Elmore explained the idea of a grievance committee and asked if Berner knew how to establish such a body. Berner said he thought a company union could be worked out if that was what the employees wanted. To this Elmore explained that the employees did not want a company union, they were speaking of a grievance committee.

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However, Berner persisted in speaking of a company union.^{12/} Berner asked why the employees wanted a union at all. This lead to a discussion in which the employees stated their grievances concerning group leaders, promotions, the size of the eating area, and the like. In response to an inquiry concerning higher wages, Berner said he could foresee no raise for the employees.^{13/} When asked about a rumor that he would close the plant if the Union was successful, Berner replied that such a move on his part would be expensive and silly.

As the meeting was ending employee Glenn Dunahoo told Berner she would be attending an IUE meeting that evening and asked what he would do if she wore a union button to work the following day. Berner replied if he were she, he would wait a few days. The foregoing account of this exchange is based on the testimony of four of the employees present. Berner did not touch on this meeting in his testimony. Dunahoo testified that in addition to the foregoing exchange, when she then said she would wear the union insignia, Berner stated that she was braver than he thought. Had this additional colloquy, with an implied threat from Berner, occurred, I believe that at least one of the other employees who testified to the occurrence would have recalled the statement. In the absence of such corroboration, I do not credit Dunahoo's version of the conversation. As to the entire exchange, the complaint alleged ^{14/} that Berner warned employees against wearing union badges and threatened them with reprisal for violation of the warning. Viewed in context, Berner's admonition was an extension of his expressed hope that the employees would swing to a company union and reject the IUE. In that context, the premature display of an IUE badge might help to frustrate his desire. Thus, while I cannot read into the exchange any threat of reprisal, I find the statement to be another instance of Berner's unlawful campaign to convince the employees to embrace a form of unionism acceptable to Respondent.

4. Further acts of interference

Following the discussion in Berner's office on September 9, the employees attended an IUE meeting. During the course of the meeting Charlotte Farmer stated she had heard that Berner would close the plant if the Union's campaign succeeded. Irene Lawrence disputed this comment, saying that a group of employees had just left Berner's office where he had said he would not shut because of the Union.

The next day, September 10, the employees were again assembled to hear Berner speak. On this occasion Berner was so angry that, McGraw recalled, he was shaking. Berner accused the employees who had met with him the

^{12/} General Counsel adds these statements to those already found to have unlawfully encouraged employee organization of their own union. To the extent that an additional finding adds to the violation found, I find that this additional encouragement to form a company union violated Section 8(a)(1).

^{13/} The complaint alleged (Case No. 25--CA--2347, paragraph 5(d), that on September 9 Berner promised unspecified benefits to the employees if they would abandon the Union. The record discloses no evidence to support this allegation and I shall recommend that it be dismissed.

^{14/} Case 25--CA--2347, paragraph 5(a). -9-

day before of having gone to a union meeting and slandered him. He had been called everything from an alcoholic to a wife beater, Berner said. In addition he claimed it had been said he had threatened to close down the plant. At this point Irene Lawrance attempted to interrupt saying that his last statement was not correct. Berner told Lawrence, "Shut up. I'm doing the talking." The complaint alleged 15/ that Berner gave the employees the impression of surveillance of their union activities. By commenting in his speech on what had been said at a union meeting, whether accurate or not, Berner unmistakably conveyed the message that Respondent was aware of the happenings at IUE sessions and created the impression of unlawful surveillance. Ainsworth Manufacturing Company, 131 NLRB 273.

Some days later, on September 15, Berner approached Patricia Fox as she was working at the Franklin Road plant, identified her, and then asked if she had any IUE cards. When Fox stated that she had, Berner asked to see one. Berner examined the card and returned it to Fox with his thanks. The complaint alleged 16/ and I find that by this conduct Berner unlawfully interrogated Fox. Fox's reply to Berner's question required that she reveal her IUE adherence. Thus, this bald inquiry at her work station was a violation of Section 8(a)(1).

D. The Regency Employees Independent Union

On October 5, petitions were circulated among the employees with the following heading:

WE, THE UNDERSIGNED, DO HEREBY AFFIX OUR NAME AUTHORIZING OUR CHOICE OF UNION REPRESENTATION BY THE REGENCY EMPLOYEES INDEPENDENT UNION.

Over 40 employees, including group leaders, signed these petitions.

A constitution and bylaws for the REIU was hurriedly prepared on October 7 17/ by Virginia Humfleet, a group leader, several employees including Charlotte Farmer, and an attorney retained by the group.

A day or two later, on either October 8 or 9, Charlotte Farmer, Group Leaders Maxine Healy and Virginia Humfleet, and several other employees requested and were granted a meeting with Regency Vice President Gunselman, Personnel Manager McGraw, and a third company official named Goetz. The

15/ Case 25--CA--2347, paragraph 5(b).

16/ Case 25--CA--2347, paragraph 5(f).

17/ A. evidence of the haste with which this document was prepared, there was included among the powers and duties of the general committee of the organization (which was to represent employees of an electronics manufacturer):

(3) To constitute a grievance committee for all the wholesale restaurant supply employees who are members of the Union regardless of their department.

REIU delegation advised the company officials of the formation of their organization and asked to be recognized as the Regency Independent Union. While acknowledging the right of the group to have an independent union the management representatives advised them that Respondent could not
 5 deal with any union as to do so would be an unfair labor practice.

Officers of the REIU had been elected on October 7. Charlotte Farmer was chosen to serve as president. Of the bargaining committee of five elected that day, two members, Maxim Healy and Virginia Humfleet, were
 10 group leaders.

REIU president, Farmer, testified that the Independent had never collected dues. Rather, the organization expenses were met by contributions. Farmer testified that a large part of the REIU's bills
 15 were met by Group Leader Humfleet out of her own pocket.

During October the REIU made three leaflet distributions and held three meetings. That same month Group Leader Humfleet telephoned Elmore at her home to talk about the REIU. Humfleet explained that, with the IUE, employees were liable to be fired. As to the IUE, Humfleet stated, "Mr. Berner knows that we're on his side."¹⁸ //

After the IUE filed a petition seeking a Board-conducted election the Independent intervened in the representation proceedings. The REIU had
 25 obtained a number of individual designations as bargaining representative.

E. Irene Lawrence

As earlier noted, it was Irene Lawrence who made the first contact with the IUE. Lawrence had been employed by Respondent since September 1963. During her employment Lawrence made normal progress and achieved an expert line assembler rating. She received the wage increases, both annual and job related, usually granted by Regency.

Lawrence was in the group which met at the Union's office on September 2 and initiated the organizing campaign. She passed out IUE authorization cards and distributed union handbills at the plant. In response to a question from Vice President Gungelman in his office on September 8, Lawrence acknowledged that it was she who first contacted the Union. Lawrence
 40 attended the meeting in Berner's office on September 9 when a grievance committee or company union was discussed. When Berner the following day angrily claimed that he had been slandered and misquoted, it was Lawrence who had sought to interrupt him and had been silenced.

1. Demotion

On October 4 Lawrence was assigned to the last position on a line assembling Citizen Band radios. On this line seven employees were handling 14 positions, each doing the work usually performed by two assemblers.
 50

¹⁸ The account of this conversation (and indeed most of the facts set forth in this Decision) is based on uncontradicted testimony, in this instance that of Elmore.

The daily quota for the line so manned was 25 radios per day. As the line had started working some days before Lawrence was assigned to it, radios had already accumulated at the end position.

5 At the time Lawrence went onto the line Group Leader Cora Hollcraft wired one radio so that Lawrence could observe and thereafter Lawrence was on her own. Although an expert line assembler is expected by Respondent to reach the required production rate after 3 days, by October 8 Lawrence was only doing 18 or 19 radios each day. As a result the pile up of radios
10 awaiting attention at Lawrence's work station increased.

On October 8 Lawrence was called to Foreman Montague's office. There Montague asked Lawrence why she was not doing the required 25 radios a day. Lawrence replied that she was working hard and the only way she could
15 explain her failure to keep up was that the work required at the end position was too much for one person. Montague insisted that she produce the quota. Lawrence said she could do 25 rejects but did not want to do that kind of work. She asked the foreman if she had been called in because she was wearing a union button.^{19/} Montague assured her the interview
20 was only because of her failure to produce and she then returned to the assembly line.

On October 12 the IUE sent its demand for recognition to Respondent.

25 The following evening, October 13, at an IUE meeting, Charlotte Farmer, president of the Independent, sitting across the aisle from Lawrence, complained that because many of the REIU supporters were Negro, it appeared to her that the others in the plant had stopped speaking to them. Lawrence
30 replied that she had not quit speaking to anybody, union or no union. The color of your skin or mine doesn't make any difference, Lawrence said, they were still friends as far as she was concerned. To this, Farmer replied that Lawrence did not sign her paycheck. At this point, IUE representative Rutherford, cut out the cross-discussion and called the
35 meeting to order.

In finding this to have been the conversation between Farmer and Lawrence, I discredit certain hearsay testimony by McGraw as to what employees reported to her they had heard at the union meeting. Those
40 employees were not called to testify. In effect, Lawrence's testimony stands uncontradicted on the record. Moreover, Lawrence's account was corroborated by other employees who had heard parts of the conversation. However, without corroboration, I would credit Lawrence who, throughout her appearance on the stand and during considerable cross-examination,
45 testified with candor and dignity.

At 9 a.m. on the morning of October 14, Lawrence was called to the office of Foreman-in-Training Bright, where, in the presence of Group Leader Hollcraft and Quality Control Supervisor Surface, Bright informed
50 Lawrence she was being taken off the assembly line and transferred to subassembly with a 10-cent-per-hour pay cut. Bright said the decision had not been his but that it had been he who insisted she be put on

55 ^{19/} At that time and until her subsequent discharge Lawrence wore a badge reading "IUE AFL--CIO Organizing Committee."

subassembly rather than packing because of her abilities as a wirer and solderer. Lawrence protested the cut in wages asserting that other employees had been transferred to subassembly with no reduction in pay. When Bright Explained that the decision as to Lawrence's wage rate was for McGraw to make, Lawrence asked to see the personnel manager and arrangements were made to call McGraw back from the Franklin Road plant. In all, Lawrence was in Bright's office for 2 hours. Their conversation was interrupted from time to time by people coming to Bright with plant problems.^{20/}

After McGraw's arrival the session continued until after 2 p.m. Lawrence protested the cut in pay and gave to McGraw the names of two employees who, Lawrence claimed, had made the same transfer from assembly to subassembly but with no wage cut. At one point Lawrence asked that Group Leader Eleanor Rumler be called to the office to confirm Lawrence's good work. However, when Rumler arrived she stated that she always had to help Lawrence.^{21/} McGraw promised to check on the employees who Lawrence had cited in her argument against a wage cut. After McGraw left at or about 2:15 p.m., Lawrence had lunch and then, at Bright's direction, worked on packing for the balance of the day. In all, Lawrence was in the office over 5 hours on October 14.

Lawrence was called to the office the following morning, October 15. McGraw informed Lawrence that the wage cut would stand. This session lasted 3 hours, until noon. During the course of the morning the union campaign was discussed. Shortly after 11 a.m. Rose Mary Browning, Lawrence's daughter, entered McGraw's office and joined the group. McGraw commented that there was always friction on both sides when a union appeared. Lawrence complained of Berner having told her to shut up and McGraw stated her resentment at some comments in IUE leaflets. McGraw brought up the rumors of trouble at a union meeting between whites and Negroes and stated that Regency would not permit disturbances of that nature. Both Lawrence and her daughter denied knowledge of such an incident. Lawrence commented that since the Union appeared she was spending time in the company office and noted that some people said she was the ringleader. In response McGraw reminded Lawrence she had told Gunselman of her call to the Union. Lawrence stated she was not giving up the Union and the Company would have to fire her, she would not quit.^{22/} That afternoon, at Bright's direction, Lawrence reported to Group Leader Humfleet's subassembly line where she worked until her discharge on October 20.

^{20/} The foregoing account of Lawrence's stay in Bright's office prior to McGraw's arrival is based on her uncontradicted testimony.

^{21/} Lawrence's mention of this incident on direct examination is an example of the candor which weighed heavily in evaluation of her credibility.

^{22/} The foregoing account of the events of October 15 is based on a synthesis of the testimony of Lawrence and Browning. In certain respects McGraw's testimony corroborates theirs. To the extent McGraw's version varies, I do not credit her testimony.

Lawrence was replaced on the Citizen Band line by Alice Dostin. A number of employees testified without contradiction that although Group Leader Hollcraft gave Dostin help which she denied to Lawrence, Dostin never was able to meet the daily quota of 25 radios.^{23/} Dostin remained on the Citizen Band line until it was disbanded.

On October 18 the IUE filed its first unfair labor practice charge against Respondent. A copy of that charge was served on Regency on October 19. Among the acts alleged as violations of the Act was moving IUE supporters to lower paying jobs.

2. Discharge

Irene Lawrence worked without incident on the subassembly line from October 18 until about 1 p.m. on October 20. At that time Foreman-in-Training Bright came to her and asked that she accompany him to the office. Lawrence asked what she had done now to make a visit to the office necessary. Bright merely replied that she was to come to talk to McGraw and himself. At this point Lawrence said she could not go through that ordeal again and claimed the right to call her union representative. Bright noted her refusal and left.^{24/}

Shortly thereafter Berner, McGraw, and Bright came to Lawrence's work station and Berner discharged Lawrence. The testimony as to what Berner said to Lawrence at that time is in sharp conflict. Lawrence and the employee witnesses who testified to the incident all recalled that after Berner identified Lawrence by name he stated his understanding that she had refused to come to the office to speak to him. Lawrence protested that she had been told only that McGraw and Bright had called for her and there had been no mention of Berner. Bright corroborated Lawrence. At this point Berner said she was terminated, because of a racial disturbance and not because of her work or refusal to come to the office.

Respondent on the other hand asserts that the discharge was precipitated by Lawrence's refusal to go with Bright to the office.^{25/} McGraw testified that she received reports of a racial incident at a union meeting in October. This information, McGraw claimed, came not only from supervisors but from several Negro employees as well. At that time Berner was not in Indianapolis. However, although this created a "touchy" situation in her opinion, McGraw did not advise Berner of the reported incident until

^{23/} Employee Sarden testified that Dostin had made "the rate" on a line on which they had worked together. However, it was not the Citizen Band line. There was no claim made that Lawrence had failed to make production on any assignment other than the end position of the Citizen Band line.

^{24/} To this point the account is based on a synthesis of the uncontradicted testimony of Lawrence and several corroborating witnesses.

^{25/} Both Berner and McGraw testified about the discharge when called as adverse witnesses by General Counsel.

he arrived back at the plant about a week after she first learned of the incident. Berner then determined to call Lawrence into the office and get her version of the reported racial episode. Berner testified he did not at that time intend to discharge Lawrence. The only purpose in calling her to the office was to question her about the reports. However, when Bright returned and communicated Lawrence's refusal to come to the office without a union representative, Berner then determined to terminate her services. McGraw stated that before they left the office Berner said that the discharge would be because of Lawrence's refusal to accompany Bright. Berner testified that was the reason he gave to Lawrence when he spoke to her at the subassembly line.

Apart from the demeanor of the witnesses,^{26/} the text of the interview prior to the actual discharge impels me to find that the colloquy went as described by Lawrence and the other employees. It may well be that, as McGraw testified, Berner had determined in the office to discharge Lawrence because of her refusal to come to the office at his summons. However, when he confronted Lawrence with her refusal to obey his call, he discovered that she had not refused to come to see him. In fact, she had not been told that it was Berner who had issued the summons. At this point, since his predetermined reason for discharge had evaporated, he fell back upon the supposed racial incident as the cause for terminating her services.

In any event, I would find that in context of the protracted office interviews to which Lawrence had been subjected on October 14 and 15, when faced with a call to what appeared to be another such incident of harassment, Lawrence was not insubordinate in refusing to obey.^{27/} Cf. Finesilver Manufacturing Company, 159 NLRB No. 80. Nor can I find that the exchange between Lawrence and Farmer at the IUE meeting on October 13 was a "racial incident." Accordingly, even were I to find that Respondent had an "honest belief" that an untoward incident had occurred at the union meeting, this would give no defense to the charge of unlawful discharge. N.L.R.B. v. Burnup and Sims, Inc., 379 U.S. 21; Rubin Bros. Footwear, Inc., 99 NLRB 610.

^{26/} I have heretofore observed that Lawrence appeared to testify with candor.

^{27/} In so concluding I have carefully examined and considered both the transcript before and decision of the Appeals Referee of the Indiana Employment Security Division in the matter of Irene Lawrence's application for unemployment insurance benefits, which was denied. However, I am convinced that such evidence does not alter my decision herein. Cadillac Marine & Boat Company, 115 NLRB 107, footnote 1. In his findings the Referee dismissed the reference to the racial question as "merely heresay," did not treat with the prior occasions when Lawrence was called to and remained in the office for hours and no consideration was given to the surrounding circumstances of the organizing campaign.

3. Conclusions and Findings

The complaint alleged 28/ that Respondent demoted Lawrence and reduced her wages because of her union activities. I so find. Lawrence was known by Respondent to have brought the Union to Regency. Respondent's strong feelings against the IUE have been demonstrated. It does not appear that Lawrence was an unsatisfactory employee at any time prior to her acknowledged inability to meet the quota of 25 citizen band radios at the work station assigned. To the contrary, she had received the normal promotions and pay raises for production employees. Immediately prior to Lawrence's demotion the IUE petitioned for a Board-conducted representation election. Finally, Dostin, Lawrence's replacement was equally unable to reach the 25 radio quota, yet remained on the line until it was disbanded and Dostin's payroll record, made part of the record herein, indicates that her rate of pay was not affected by her equivalent inability to produce. Accordingly, in all the circumstances, I find that Respondent transferred, demoted, and cut Lawrence's rate of pay in reprisal for her union activity.

I have heretofore found that Lawrence had not caused a racial disturbance at a union meeting. In addition I have found that her refusal to accompany Bright to the company office on October 20, in the circumstances, was not insubordination. Having thus disposed of any valid ground for discharge which might be drawn from the record, I am not faced by the "ever present enigma" raised by the necessity of balancing evidence of unlawful discharge against proffered proof of termination for cause. Furniture Designs, Inc., 160 NLRB No. 126.

In all the circumstances I conclude that Lawrence was discharged because Respondent wished to rid itself of the known union leader. That Respondent was aware of and concerned with Lawrence's union activity was shown by McGraw when she reminded Lawrence of her admission to Gunselman of her role in bringing the Union to Regency. 29/ The Company's antagonism toward Lawrence is shown by its harassment of her and the unlawful demotion and cut in pay. Immediately before starting on the course which led to its discharge of Lawrence, Regency discovered that its efforts to defeat IUE by encouraging the formation of an independent union had been insufficient when IUE filed its petition for election. In the absence of any valid reason for discharge 30/ and in the face of Respondent's unlawful campaign to defeat the IUE and its prior discrimination against Lawrence, I find that by her termination the Respondent violated Section 8(a)(3) and (1). 40 N.L.R.B. v. McCarthy Motor Sales Co., 309 F.2d 732, 734-735 (C.A. 7); N.L.R.B. v. Vapor Blast Mfg. Company, 287 F.2d 402, 405 (C.A. 7), cert. denied 368 U.S. 823.

28/ Case 25--CA--2347, paragraph 7(d) and (e) as amended June 21, 1966.

29/ N.L.R.B. v. Mid-West Towel and Linen Service, 339 F.2d 958, 961--962 (C.A. 7).

30/ Corrie Corp. v. N.L.R.B., 64 LRRM 2731 (C.A. 4).

F. The November 12 Terminations

As noted, pursuant to the planned introduction of avionic products to Indianapolis, Respondent scheduled the transfer of all tube radios to the new plant in Raleigh after its completion in the fall of 1965. This had been announced to the employees by Berner in his speech on September 7.

Following this, on October 21 all employees received a memorandum from Personnel Manager McGraw stating again that all commercial work would soon be moved to Raleigh and inviting them to indicate their interest in working in Raleigh at the same rate of pay, in the same classification, and without loss of length of service. By this time, however, Respondent had determined which of the female production workers would be terminated.

Thereafter on November 12, 40 employees then working and two employees on leave of absence were laid off with no expectation of recall. The termination notice given to these employees stated in part, "every employee has been reviewed as to length of service, quality, quantity, attitude, attendance, punctuality and ability to learn new tasks." Other than the evaluation table from which the selections for layoff were made, the personnel records of the employees then employed by Regency indicate that all were acceptable employees who had made normal progress in skill acquisition, had received usual length of service and job promotion wage increases, and had not been guilty of serious work or discipline infractions. Thus, the employee evaluation process becomes key to a determination of the objectivity of the selections for layoff.

1. The evaluation method

In preparation for a reduction in force McGraw prepared a table listing all of the female production workers and the group leaders. Across the table were nine columns with the following headings: "Length of Service," "Job Classification," "1964 Absenteeism," "1965 Absenteeism," "Group Leaders Ratings" (under which six separate columns appeared), "Foreman Rating," "Quality Control Rating," "Overall Rating," and "Disposition." McGraw secured the information for the first four categories from the personnel and payroll departments.

To supply group leader ratings, each of these persons except Mabel Stock, was called in by McGraw and asked to rate the employees under her on certain of the criteria listed in the termination notice, namely, quality, quantity, attitude, and ability to learn new tasks. Group leaders were told not to take into account absenteeism or length of service. Based on these factors the group leader gave to each employee in her group a letter rating from "A" to "D." "A" was equal to excellent; "B" for good; "C" indicated average; and "D" was the mark for those rated very unsatisfactory. In addition to the group leaders, the foreman and Surface, the quality control supervisor, gave the same letter grades to the employees. Thereafter, McGraw translated the letter grades to numerical value, giving 4 for A down to 1 point for D. Finally, based solely on an average of the now numerical grades thus given, McGraw determined an overall rating for each of the employees. Group leaders were similarly rated, based only on grades given by the foremen and quality control. McGraw testified that the ratings given were the individual subjective

judgment of the grader. Further, it should be noted that the grade given was a composite score for all of the factors to be taken into account and those grading the employees were not given a chart of the factors to be weighed.

5 McGraw testified that the most important factor in the selection process was the ratings by the group leaders, foremen, and quality control. Not taken into account at any point in the rating process was the factor of scores achieved by employees on manual dexterity tests administered
10 by Respondent.

I have heretofore found that the group leaders were supervisors within the meaning of the Act. Additionally, I have found that group leaders participated in the formation of the Independent, contributing to it
15 financial and other support and that two group leaders were on the REIU bargaining committee. Further, based on the uncontradicted testimony of the employee involved, I find that group leaders Healy, Cox, Riddle, Rumler, and Humfleet solicited authorizations for the Independent, interrogated employees about their IUE activities, and warned employees of reprisals
20 if the IUE was successful. During the course of the IUE organizing campaign group leaders, including Cox, Humfleet, Healy, and Hemingway attended IUE meetings.

In view of the leading role played by the group leaders in the formation and operation of the Independent, their open campaigning against the IUE,
25 their knowledge of IUE adherents gained at union meetings, and the controlling role they played in the selecting-out process through the subjective ratings they gave, "I am not disposed . . . to view as objective the rating applied for the selection of the employees to be laid off." Serv-Air, Inc., 161
30 NLRB No. 17.

2. The impact of the layoff

Annexed to this Decision and marked Appendix A appears a chart listing
35 the names and pertinent information concerning 42 employees. With two exceptions this is the list of those discharged on November 12. In compiling Appendix A I have omitted the name of Mabel Stock, who I find to be a supervisor and not properly in the group, and I have added Irene Lawrence, who, but for her discharge on October 20 was slated to be included in
40 the November 12 layoff and properly should be considered with her peers.

(a) Mabel Stock

Stock was group leader in packing at the time of her discharge. While
45 at some former time she might have been an acting group leader, due to the illness of another supervisor, Stock had had the title, duties, and rate of pay of a group leader for some time prior to the events herein. Accordingly, I find that Stock was a supervisor within the meaning of the Act and excluded therefore from its protection.

50 In any event I would not find that Stock falls within the group discriminatorily selected for layoff. Internal evidence, namely the inclusion of Lawrence's name among those evaluated in the selecting-out process, proves that the process was carried out prior to October 20.
55 Stock signed her IUE authorization card on November 9, long after Regency had determined to dispense with her services and only 3 days before the

layoff. Stock testified that when she signed the union card she was aware something was afoot because there had been a meeting of group leaders to which she had not been called. Aside from her IUE designation, Stock was identified by Farmer, REIU president, as a member of the Independent. 5 Stock was a candid witness, stating, "... I want to make this clear, that I really wasn't partial to either side, company union, or I.U.E. but all I wanted to do was to be able to work, keep my job."

Other than attendance at one IUE meeting prior to her discharge Stock 10 took no action which in the mind of the employees would have identified her with the Union's cause. As to her being at that meeting, I note that other group leaders who were openly opposed to the IUE also attended its meetings. The uncontradicted evidence supports a finding that Regency 15 had been disenchanted with Stock as a group leader for some time and included her among the employees to be terminated to rid itself of an unsatisfactory supervisor rather than to interdict employee exercise of protected rights. Accordingly, I shall recommend dismissal of that 20 allegation of the complaint pertaining to Stock's discharge. See Better Monkey Grip Company, 115 NLRB 1170, enfd. 243 F.2d 836 (C.A. 5), cert. denied 353 U.S. 864.

(b) Discriminatory selection for discharge

From an examination of Appendix A and the larger group from which the 25 discharges were selected, in light of the selecting out system employed and in the context of Regency's efforts to promote a company union, I conclude that the selection program was discriminatorily employed against IUE adherents resulting in the unlawful discharge of the 29 employees listed in Appendix B.

30 A total of 93 female production employees, after exclusion of group leaders, were included in the group evaluated prior to the November 12 layoff. Of these 93 employees 48 had executed IUE authorization cards at some time prior to the discharges on November 12.^{31/} However, of the 35 42 employees included in Appendix A, 32 had given signed cards to the IUE.^{32/}

When the several criteria of leadership in the IUE's campaign are 40 examined the incidence of IUE support among those selected for discharge becomes even more dramatic. Thus, on September 2 at the first IUE meeting of Regency employees, 16 attended. Out of these 16 only 3 survived the selection process (Betty Reynolds had left Regency before the evaluation sheets were prepared) and prior to November 12, 1 of the 3 survivors, 45 Herma Yensel, was terminated. Selected for discharge: 12 of 16 at the first IUE meeting.

31/ While some of the 48 IUE adherents had in some manner also evidenced 50 support for the REIU this would serve to reduce the number of true IUE adherents among the sample group and make the results of this examination more convincing.

32/ Two of these 32 had also signed REIU petitions.

Early in the campaign the IUE formed an in-plant organizing committee and those who joined signed an organizing committee roster. Of the 14 employees who signed for the organizing committee, 5 survived the selection process, and 1 of these, Herma Yensel, was terminated prior to November 12. Selected for discharge: 9 of 14 on the organizing committee.

As earlier noted, on September 9 a group of employees met with Berner in his office at which time he urged the formation of a company union and questioned those present as to their motives for wanting collective representation. The following day Berner angrily accused this group of having maligned and slandered him. Diligent examination of the record yields the names of 12 employees at that meeting with Berner. Of this group, three survived the selection process. One of the three had subsequently signed an IUE petition. Selected for discharge: 9 of 12 who had been present in Berner's office.

In concluding that the selection process involved discriminatory considerations, I have taken particular note of the high percentage of leading IUE adherents among those selected out ^{33/} and the absence of any measurable objective elements in the concededly subjective standards which controlled the evaluation process. Moreover, I note that among the 11 employees in whose behalf charges were not filed, only 4 were supporters of the Independent. Cf. N.L.R.B. v. Murray Ohio Manufacturing Company, 326 F.2d 509, 513--515 (C.A. 6).

As a final note I emphasize that I do not by this Decision pretend to determine whether those selected for discharge were in fact more or equally capable of performing the avionic work than those who were retained. While it does not appear that Regency was concerned with this issue, their failure to pursue the inquiry does not preclude my consideration. Rather, I do not reach this issue because our concern here is only whether when choosing among its employees Respondent, in whole or in part, was motivated by unlawful considerations. Town & Country Manufacturing Company v. N.L.R.B., 316 F.2d 846, 847 (C.A. 5).^{34/}

^{33/} N.L.R.B. v. Ambox, Inc., 357 F.2d 138, 142--143 (C.A. 5).

^{34/} In view of my findings herein and after giving full weight to Respondent's position that the employees separated on November 12 were discharged with no expectation of recall, I do not deem it necessary to reach the allegation that the employees were wrongfully denied recall. In any event my Recommended Order would afford no further relief to these employees than that herein recommended should I find merit to that allegation.

Noting the absence of evidence linking her with the IUE prior to November 8, when she signed her union card, I shall recommend dismissal of the allegation of unlawful discharge of Mary V. Banks. However, although Marguerite Bruce did not execute her IUE designation until November 9, she attended the meeting in Berner's office on September 9. Accordingly, I include Bruce in Appendix B among those employees who I find were discharged in violation of Section 8(a)(3) and (1) of the Act.

G. Conclusions and Findings on the REIU

5 The complaint, as amended at the hearing, alleged that on and after September 7, by various acts of interference, restraint, and coercion alleged in the complaint and by the unlawful discharge of Lawrence and that of the large group on November 12, Respondent "including by and through its agents and group leaders . . . has dominated and interfered with the formation and administration of the Independent and contributed financial and other support to it."^{35/}

10 During the course of the hearing General Counsel was limited to proving a violation of Section 8(a)(2) of the Act by means of the conduct alleged to have violated Section 8(a)(1) and (3). In section III, C, E, and F of this Decision I have found that those allegations have been proved
15 in pertinent part. Thus, I have found that in his speech on September 7, in conversation with employees on September 8 and in the meeting with employees in his office on September 9, Berner unlawfully urged the formation and support of a company union, Jomax Apparel Company, 146 NLRB 526. Further, I conclude that the unlawful discharges found, which
20 substantially reduced IUE strength while barely affecting the ranks of the Independent, had the naturally foreseeable consequence of rendering unlawful assistance to the REIU. N.L.R.B. v. Erie Resistor Corp., 373 U.S. 221, 227.

25 Accordingly, I find that Respondent sponsored and initiated formation of the REIU and thereafter contributed unlawful assistance to the Independent. K & M Machine Company, Inc., 162 NLRB No. 9.

30 Was the foregoing the only evidence adduced linking Regency and its supervisors and agents to the REIU, and taking note that the REIU was not granted recognition as the employees' bargaining agent, I would recommend merely that Regency be ordered to cease and desist from rendering unlawful assistance to the Independent. Coupled thereto would be the usual admonition that Respondent not afford recognition to the assisted Union
35 in the absence of certification following a Board-conducted election. Jomax Apparel Company, supra.

40 However, while not basing thereon a finding of violation, I cannot be blind to the activities of certain group leaders on behalf of the Independent.^{36/} As earlier noted, amidst their other activities on behalf of the REIU Group Leaders Maxine Healy and Virginia Humfleet were elected to the Independent's bargaining committee. My Recommended Order therefor shall provide a prohibition against assisting the REIU by permitting

45 ^{35/} Case 25--CA--2347, paragraph 6, as amended.

50 ^{36/} As one may utilize events without the 6-month limitations period of Section 10(b) for elucidation of occurrences not so barred, so may I here use as background in the framing of a remedial order, the actions of Regency's group leaders. N.L.R.B. v. Lundy Manufacturing Corporation, 316 F.2d 921, 927 (C.A. 2).

supervisors to serve on its bargaining committee. The Powers Regulator Company, 149 NLRB 1185, 1188, enfd. 355 F.2d 506 (C.A. 7); Nassau and Suffolk Contractors' Association, Inc., 118 NLRB 174.

5

IV. The Effect of the Unfair Labor Practices Upon Commerce

Respondent's activities as set forth in section III, above, occurring in connection with its operations as set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

15

V. The Remedy

Having found that Respondent engaged in unfair labor practices in violation of Section 8(a)(1), (2), and (3) of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the purposes of the Act.

20

I have found that Respondent's discharge of Irene Lawrence and the 29 employees listed in Appendix B and the demotion of Irene Lawrence violated Section 8(a)(3) and (1) of the Act. My Recommended Order shall provide for their reinstatement to their former or substantially equivalent positions and that they be made whole for any loss of earnings suffered as a result of the unlawful discharges, their backpay to be computed in the manner set forth in F. W. Woolworth Company, 90 NLRB 289, with interest thereto in the manner set forth in Isis Plumbing & Heating Co., 138 NLRB 716. In the case of Irene Lawrence she shall be restored to that position and rate of pay which she enjoyed prior to the unlawful demotion.

30

To remedy the Company's violation of Section 8(a)(2) of the Act my Recommended Order shall require it to cease and desist from the acts of assistance shown, to refrain from extending recognition to the REIU unless and until it shall be certified as bargaining representative of the employees following a Board-conducted election, and to direct the group leaders to abstain from participation in the affairs of the Independent, including serving on its bargaining committee.

35

Respondent's unfair labor practices indicate an attitude of opposition to the purposes of the Act generally. Accordingly, a broad cease-and-desist order is necessary and appropriate to effectuate the policies of the Act.

40

Upon the foregoing findings of fact and upon the entire record in this case, I make the following:

45

Conclusions of Law

1. Regency Electronics, Inc., Respondent herein, is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

50

2. International Union of Electrical, Radio, and Machine Workers, AFL--CIO, and Regency Employees Independent Union are labor organizations within the meaning of Section 2(5) of the Act.

3. By engaging in certain described conduct referred to hereinabove, in section III hereof, Respondent interfered with, restrained, and coerced its employees in the exercise of rights guaranteed to them by Section 7 of the Act, and thereby engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. By engaging in the conduct described in section III, E, and section III, F, above, Respondent discriminated against employees in regard to their hire and tenure of employment, and terms and conditions thereof, in order to encourage or discourage membership in a labor organization, and thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

5. By engaging in the conduct found violative of Section 8(a)(1) and (3) of the Act, Respondent contributed assistance and support to the Independent and thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(2) of the Act.

6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

7. The Respondent has not committed other unfair labor practices as alleged in the complaints.

25

RECOMMENDED ORDER

The Respondent, Regency Electronics, Inc., its officers, agents, successors, and assigns, shall:

30

1. Cease and desist from:

(a) Interrogating employees concerning union membership and activities, urging employees to organize and join an independent or company union, and creating an impression of surveillance in a manner constituting interference, restraint, or coercion in violation of Section 8(a)(1) of the Act; or in any other manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed by the Act.

(b) Discouraging membership in the International Union of Electrical, Radio, and Machine Workers, AFL--CIO, or any other labor organization, by discharging, demoting, reducing wages, or in any other manner discriminating against employees in regard to their hire or tenure of employment or any other term or condition of employment.

(c) Interfering with the formation or administration of the Regency Employees Independent Union by urging employees to form or join such organization or by encouraging membership in said labor organization by discharging, demoting, reducing wages, or in any other manner discriminating against employees in regard to their hire or tenure of employment or any other term or condition of employment.

(d) Permitting its group leaders or any other supervisor to act as members of the bargaining committee of or in any other way participating in the administration of the Regency Employees Independent Union.

(e) Recognizing Regency Employees Independent Union as the exclusive representative of any of its employees for the purposes of collective bargaining, unless and until the said labor organization has been duly certified by the National Labor Relations Board as the exclusive representative of such employees.

2. Take the following affirmative action which it is found will effectuate the policies of the Act.

10 (a) Offer to Irene Lawrence and to the 29 employees whose names appear on Appendix B to this Decision immediate and full reinstatement to their former or substantially equivalent position (in the case of Irene Lawrence this shall be the position she occupied prior to Respondent having unlawfully demoted her and reduced her rate of pay), without prejudice to their seniority and other rights and privileges, and make them whole for any loss of wages which they may have suffered as a result of its discrimination against them, in the manner provided in the section hereof entitled "The Remedy."

20 (b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts of backpay due.

25 (c) Post at its Indianapolis, Indiana, plant copies of the attached notice marked "Appendix C."^{37/} Copies of said notice, to be furnished by the Regional Director for Region 25, after being duly signed by an authorized representative of the Respondent, shall, be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by other material.^{38/}

35 (d) Notify the Regional Director for Region 25, in writing, within 20 days from the receipt of this Decision, what steps it has taken to comply therewith.^{39/}

40 ^{37/} In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order" shall be substituted for the words "a Decision and Order."

45 ^{38/} In view of the sex, marital status, and ages of the discriminatees I have omitted from the notice the standard note requiring Respondent to notify the discriminatees if presently serving in the Armed Forces.

50 ^{39/} In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

TXD--265--67

IT IS FURTHER ORDERED that the complaints be dismissed insofar as they allege unfair labor practices not specifically found herein.

Dated at Washington, D.C.

JA 113

APPENDIX A

EMPLOYEES DISCHARGED NOVEMBER 12, 1965

TXD--265--67

ALLEGED
8(a)(3)

ALLEGED 8(a)(3)	DATE OF HIRE	CLASSIFICATION	IUE CARD IUE ORGANIZING COMMITTEE b/	ORIGINAL IUE MEETING-9/25/	MEETING-BIRMER REIU OFFICE-9/9 d/	PETITION
BALLEY, MINNIE L.	4-8-64	LINE ASSEMBLER				
BANKS, MARY V.	0-25-65	SUB-ASSEMBLER				
BARLOW, BETTY	6-5-63	SUB-ASSEMBLER				
BOX, JOSEPHINE	9-7-65	SUB-ASSEMBLER				
BROWNING (LAWRENCE), ROSE MARY	7-28-64	EXPERT LINE ASSEMBLER				
BRUCE, MARGUERITE	5-4-64	LINE ASSEMBLER				
BRYANT, MARIE JANE	9-23-63	EXPERT LINE ASSEMBLER				
CARROW, IRENE G.	8-5-57	REPAIR GIRL				
COBB, MARY C.	9/64-(9-2-65)	EXPERT SUB-ASSEMBLER				
COLE, LOIS H.	9-7-65	SUB-ASSEMBLER				
COOMES, IMOGENE	9-30-63	EXPERT SUB-ASSEMBLER				
CRUM, LUCILLE	3-23-64	EXPERT LINE ASSEMBLER				
DAUGHERTY, DOROTHY L.	8-27-62	EXPERT LINE ASSEMBLER				
DUNAHOO, GLENNA	7-6-64	EXPERT LINE ASSEMBLER				
DUNN, GENEVA	4-30-63	EXPERT SUB-ASSEMBLER				
DUPREE, NORMA	6-13-63	EXPERT LINE ASSEMBLER				
ELMORE, EVA G.	4-28-64	EXPERT LINE ASSEMBLER				
FARNHAM, IMOGENE	6-3-63	INSPECTOR				
FOX, PATRICIA	12-2-64	EXPERT LINE ASSEMBLER				
GRIER, MARILYN	2-17-64	EXPERT LINE ASSEMBLER				
GRIZZEL, CAROLYN	7-6-64	EXPERT LINE ASSEMBLER				
HAKINS, LILLIAN	1-28-63	EXPERT SUB-ASSEMBLER				
KUKKOWSKI, ELLEN	4-1-63	EXPERT SUB-ASSEMBLER				
LANHAM, BETTY J.	1-4-64	SUB-ASSEMBLER				
LAWING, MATTIE	10-8-62	INSPECTOR				
LAWRENCE, IRENE	9-16-63	EXPERT LINE ASSEMBLER				
LOVE, MARJORIE E.	12-13-57	REPAIR GIRL				
MCGRACKEN, CELESTINE Q.	8-19-65	SUB ASSEMBLER				
MCVAY, ALELIA A.	12-16-54	INSPECTOR				
MORROW, GLENNA	5-12-64	EXPERT LINE ASSEMBLER				
PERDUE, MARY E. a/	8-9-62	INSPECTOR				
PRINCE, F. LOUISE	9-23-63	EXPERT LINE ASSEMBLER				
RICHARDS, MARY E.	9-7-65	SUB-ASSEMBLER				
SARDEN, JOHNNIE	5-15-64	LINE ASSEMBLER				
SEXTON, MARY C.	8-18-65	SUB-ASSEMBLER				
SHAFFER, FERN G.	9-7-65	SUB-ASSEMBLER				
SHELTON, SANDRA	12-13-64	SUB-ASSEMBLER				
SPARKS, MARY E.	11-18-64	EXPERT LINE ASSEMBLER				
STARKS, LOIS A.	5-25-64	EXPERT LINE ASSEMBLER				
VAUGHN, RUBY L.	5-12-64	EXPERT LINE ASSEMBLER				
WOODS, JAQUELYN K.	5-4-64	LINE ASSEMBLER				
YATES, LILLIAN	3-30-64	EXPERT SUB-ASSEMBLER				

- a/ Asked to be terminated.
- b/ In addition to those indicated herein the following signed the roster of the organizing committee: Norma Yensel, Carolyn Hager, Shirley Sloan, Susan Martin, and Reber Harrison. Yensel was terminated on November 2.
- c/ In addition to those indicated herein the following attended the first IUE meeting on September 2: Norma Yensel, Betty Reynolds, Ruth Ismael, and Reber Harrison. Yensel was terminated on November 2. Reynolds quit her employment with Respondent and her name does not appear on Regency's evaluation table.
- d/ In addition to those indicated herein the following attended the meeting in Berner's office on September 9: Etta Sue True, Darlene Carpenter, and Reber Harrison.

APPENDIX B

Barlow, Betty	Lanham, Betty J.
Browning (Lawrence), Rose Mary	Lowe, Marjorie
Bruce, Marguerite	McVay, Alelia A.
Bryant, Marie Jane	Morrow, Glenna
Carrow, Irene G.	Prince, F. Louise
Cobb, Mary C.	Richards, Mary E.
Coomes, Imogene	Sarden, Johnnie
Daugherty, Dorothy L.	Sexton, Mary C.
Dunahoo, Glenna	Shaffer, Fern G.
Dunn, Geneva	Shelton, Sandra
Elmore, Eva G.	Sparks, Mary E.
Fox, Patricia	Starks, Lois A.
Grissel, Carolyn	Vaughn, Ruby L.
Hawkins, Lillian	Woods, Jacquelyn
Kunkowski, Ellen	

APPENDIX C

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT interrogate our employees concerning their union membership and activities or create an impression of surveillance in a manner constituting interference, restraint, or coercion in violation of Section 8(a)(1) of the Act.

WE WILL NOT urge our employees to form and join an independent or company union, or in any other manner interfere with the formation or administration of the Regency Employees Independent Union.

WE WILL NOT discourage membership in International Union of Electrical, Radio, and Machine Workers, AFL--CIO, or encourage membership in Regency Employees International Union by discriminating in regard to the hire or tenure of employment or any other term or condition of employment of our employees.

WE WILL offer immediate and full reinstatement to the employees listed below to their former or substantially equivalent positions, without prejudice to any rights or privileges previously enjoyed and make them whole for any loss of pay they may have suffered by reason of the discrimination against them:

Betty Barlow
Rose Mary Browning
Marguerite Bruce
Marie Jane Bryant
Irene G. Carrow
Mary C. Cobb
Imogene Coomes
Dorothy L. Daugherty
Glenna Dunahoo
Geneva Dunn

Eva G. Elmore
Patricia Fox
Carolyn Grizzel
Lillian Hawkins
Ellen Kumkowski
Betty J. Lanham
Irene Lawrence
Marjorie Lowe
Alelia A. McVay
Glenna Morrow

F. Louise Prince
Mary E. Richards
Johnnie Sarden
Mary C. Sexton
Fern G. Shaffer
Sandra Shelton
Mary E. Sparks
Lois A. Starks
Ruby L. Vaughn
Jaquelyn Woods

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Union of Electrical, Radio, and Machine Workers, AFL--CIO, or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement authorized by Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

All our employees are free to become and remain, or to refrain from becoming or remaining, members of any labor organization, except that such right may be affected by an agreement authorized by Section 8(a)(3) of the Act as modified by the Labor-Management Reporting and Disclosure Act of 1959.

REGENCY ELECTRONICS, INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 614 ISTA Center, 150 West Market Street, Indianapolis, Indiana, 46204, Telephone 633--8921.

P.E: Oct 5-65

WE, THE UNDERSIGNED, DO HEREBY PERSONALLY AFFIX OUR NAME AUTHORIZING OUR CHOICE OF
UNION REPRESENTATION BY THE REGENCY EMPLOYEES INDEPENDENT UNION.

Betty Kiphart

Lay Warren

Angeline Shalhough

Allen Stock

Tommy Moore

Robert Claycomb

Eleanor Rumber

Joyce Bradford

Marie Bruce

25-CA-7347/2384

Case No.

OFFICIAL EXHIBIT No. EC 3B

Disposition

Identified

Received

Rejected

In the matter of

Date

Witness

Reporter

No. Pages

Property
Of Annette Ward
R.E.I.U. (Sec.)

95-CA-23472374
Case No. OFFICIAL EXHIBIT No. GC 7
Disposition Identified ☒
Received ☒
Rejected ☐
In the matter of Legacy Electronics
Date 6/6/66 Witness James Reporter
No. Pages 6

Legency Employees Independent Union

Pres. C. Garner
Vice Pres. J. Harper
Sec. J. H. H. H.
Mrs. P. Kiphart

Organizing Committee
Mary Ann Healy
Glen Pulis
Opal Pulis
Lay Hennen
Randy Reed
Elizabeth Kiddle

Lucille Moore
Ann Hall
Dorance Pipes
Selma Smiley
Joyce Bradford
Virginia Humphreys

Indianapolis, Indiana
October 7, 1965

Union Meeting

The organizing committee of the Regency Employees Independent Union today met with Alt Rose, for the purpose of electing our temporary officers, and bargaining unit. The officers were elected as follows.

Mrs. Charlotte Garner Pres.

Mr. Jack Thorne Vice Pres.

Mrs. Brunette Ward Secretary

Mrs. Betty Kephart Treas.

Our Bargaining Committee as follows.

Mr. Elton Pullis

Mr. Ogal Pullis

Mr. William Healy

Mrs. Virginia Hemphill

We took a vote that our union dues should be (\$2.00) two dollars per month.

Our by-laws and Constitution was ^{decided upon} ~~accepted~~ and delivered to Mr. Rose our attorney. This was a

great day to be recognized by the National Labor Relations Board. Now we are the same as any recognized union.

The organizing committee will have the duty of passing out our first literature tomorrow at our place of employment in hopes that we can start our ball rolling.

Pres. C. Garner
Sec. A. Ward

Indianapolis, Indiana
October 12, 1965

The Legacy Employees Independent Union meeting
was called to order by the acting president
Mrs. C. Garner,

She introduced our attorney Mr. Rose
to the floor for a answering and question
period.

He had members of the organizing committee
from the I. L. U. Union. He hope we learned
them something of our union, and good ~~manus.~~ ^{manus.}

He were glad to have so many employees
to turn out for our first meeting.

Pres. C. Garner
Sec. A. Ward.

Oct 27, 1965
Lawrence J. Jones

Union Meeting

The union meeting of The Sylvania Electronics Independent Union was called to order by our acting Pres.

Mrs. Garner gave a talk on why the S.E.I.U. was started, and the advantages of having it.

Short talks were given by V. Humphlet and Alex Pulis.

Donations were given to Mrs. Humphlet by various ones, which she is keeping records of.

We feel as tho we accomplished more in this meeting than our first one, was very glad to have such a nice turn out. Coincidentally, another meeting was being held at the same time.

Pres. C. Garner
Sec. G. Hard
Mrs. B. Kiphest

Spencer, Indiana
February 1966

Union Meeting

The meeting was called to order by our acting president Mrs C. Garner.

The minutes were read by our acting secretary.

Mrs Garner explained why voting one of three ways was of great importance.

The must vote for Regency Independent Union or I. C. U. or no union which ever the case may be, But vote it is a must.

Classification of jobs, overtime was explained by Mrs V. Humphlet (a group leader at Regency)

Question and answering period was opened to the floor.

Attitudes of group leaders towards the workers were discussed, various matters were discussed.

Meeting adjourned by president.

Acting Officers
President C. Garner
Secretary A. Stark

PETITION

DO NOT WRITE IN THIS SPACE

INSTRUCTIONS.—Submit an original and four (4) copies of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.
If more space is required for any one item, attach additional sheets, numbering them accordingly.

CASE NO.

25-RC-3025

DATE FILED

October 12, 1965

The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority:

1. Purpose of this Petition (Check only the one box which is appropriate)

- A. ☒ RC—CERTIFICATION OF REPRESENTATIVES (INDIVIDUAL, GROUP, LABOR ORGANIZATION).—A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner, and Petitioner desires to be certified as representative of the employees for purposes of collective bargaining, pursuant to section 9 (a) and (c) of the act.*
- B. ☐ RM—REPRESENTATION (EMPLOYER).—One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner as defined in section 9(a) of the act.*
- C. ☐ RD—DECERTIFICATION.—A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative as defined in section 9(a) of the act.*
- D. ☐ UD—WITHDRAWAL OF UNION SHOP AUTHORITY.—Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.

*NOTE.—If a charge under section 8(b)(7) of the act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.

2. NAME OF EMPLOYER
Regency Electronics

EMPLOYEE REPRESENTATIVE TO CONTACT

Dwayne Berner

PHONE NO.

3. ADDRESS(ES) OF ESTABLISHMENT(S) INVOLVED (Street and number, city, State, and ZIP Code)
7900 Pendleton Pike, Indianapolis, Ind.

4a. TYPE OF ESTABLISHMENT (Factory, store, wholesaler, etc.)

Factory

4b. IDENTIFY PRINCIPAL PRODUCT OR SERVICE

Radios

5. Description of Unit Involved (If more space is needed, continue on another sheet)

Included

All production and maintenance workers, as defined in the act.

6a. NUMBER OF EMPLOYEES IN UNIT

140

Excluded All office workers, technical workers, professional workers, supervisors, guards and others as defined in the act.

6b. IS THIS PETITION SUPPORTED BY 30% OR MORE OF THE EMPLOYEES IN THE UNIT?

☒ YES ☐ NO

(If you have checked box RC in 1.A. above, check and complete EITHER item 7a or 7b, whichever is applicable)

7a. ☒ Request for recognition as Bargaining Representative was made on 10-11-65 and Employer

declined recognition on or about no answer (If no reply received, so state)

7b. ☐ Petitioner is currently recognized as Bargaining Representative and desires certification under the act.

8. Recognized or Certified Bargaining Agent (If there is none, so state)

Name none

AFFILIATION

ADDRESS

DATE OF RECOGNITION OR CERTIFICATION

9. DATE OF EXPIRATION OF CURRENT CONTRACT, IF ANY (Show month, day, and year)

None

10. IF YOU HAVE CHECKED BOX UD IN 1.B. ABOVE, SHOW HERE THE DATE OF EXPIRATION OF AGREEMENT GRANTING UNION SHOP (Month, day, and year)

11a. IS THERE NOW A STRIKE OR PICKETING AT THE EMPLOYER'S ESTABLISHMENT(S) INVOLVED?

YES ☐ NO ☒

11b. IF SO, APPROXIMATELY HOW MANY EMPLOYEES ARE PARTICIPATING?

11c. THE EMPLOYER HAS BEEN PICKETED BY OR ON BEHALF OF (Insert name)

ORGANIZATION, OF (Insert address)

SINCE (Show month, day, and year)

12. ORGANIZATIONS OR INDIVIDUALS OTHER THAN PETITIONER (AND OTHER THAN THOSE NAMED IN ITEMS 8 AND 11c), WHICH HAVE CLAIMED RECOGNITION AS REPRESENTATIVES, AND OTHER ORGANIZATIONS AND INDIVIDUALS KNOWN TO HAVE A REPRESENTATIVE INTEREST IN ANY EMPLOYEES IN THE UNIT DESCRIBED IN ITEM 5 ABOVE. (IF NONE, SO STATE.)

25-CA-3347/3384 OFFICIAL EXHIBIT No. 60-10

NAME	Disposition	Identified Application Received	Address	DATE OF CLAIM (Required only if Petitioner is filed by Employer)
None	In the matter of Regency Electronics	<input checked="" type="checkbox"/>		
	Witness Dwayne Berner	<input checked="" type="checkbox"/>		

I declare that I have read the above petition and that the statements therein are true to the best of my knowledge and belief.

Signature of representative or person filing petition

Field R-

Address 2138 E 52nd Ave, Indianapolis, Ind

CL-3-1571

WILL ONLY FILED CHARGE ON THIS PETITION CAN BE MADE

JA 125

IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1405)

6010

PETITION

SEPTEMBER 8, 1965

Disposition Identified ☒ Received ☒ Rejected ☐
In the matter of Regency Electronics
Date 9/16/65 Witness John Reporter GBT
No. Pages 4

THE UNDERSIGNED HEREBY AGREE TO PARTICIPATE IN THE FORMATION OF A REGENCY ELECTRONIC INC. COMPANY UNIT.

Wes Bishop
John Ballard
Harrell Wheeler
Charles R. Hubbard
Robert Houston

W. A. Williamson
Allen Stock

Terry Stock
Lorraine Moore
Joyce Bradford
Ruth Stewart?
Wanda Barnes
Betty Kiphart
Angeline Winbrough

Ann Hall
Lance H. Patcher

Bob Chapin

Jacqueline Hardin
Mary Cobb

Neal Benson
Charlotta Farnum

Leland Lindley
L. L. F. Farnum
Alice Farnum

Wesley
Wesley Yates
Wesley Nicholas

Audrey Kravitz
Virginia White
Betty Williams

66-12A

PETITION

SEPTEMBER 8, 1965

THE UNDERSIGNED HERE BY AGREE TO PARTICIPATE IN THE FORMATION OF A
REGENCY ELECTRONIC INC, COMPANY UNION.

Randy Reed
Ray Warren
Catherine Kahan
Myrtle Garner
Cora Lallier
Matthie Lawings

PETITION

SEPTEMBER 8, 1965

THE UNDERSIGNED HERE BY AGREE TO PARTICIPATE IN THE FORMATION OF A
REGENCY ELECTRONIC INC, COMPANY UNION.

Paul A. Zharj
Paul J. Day

James D. Adams

James D. Adams

Ben J. Wall

Ray Holmes

Ray Holmes

Paul J. Hart

Janette Shedd

Janette Shedd

John McCrackin

John McCrackin

John McCrackin

John McCrackin

John McCrackin

John McCrackin

John McCrackin

John McCrackin

James Hemingway (But I prefer to)

Paul J. Day (But I prefer to)

James D. Adams (But I prefer to)

James D. Adams (But I prefer to)

James D. Adams (But I prefer to)

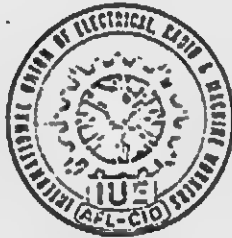
James D. Adams (But I prefer to)

James D. Adams (But I prefer to)

International Union of Electrical, Radio and Machine Workers

Affiliated with the American Federation of Labor and Congress of Industrial Organizations

2138 E. 52nd Street



Indianapolis, Indiana 46205

PHONE: 253-1571

PAUL JENNINGS, PRESIDENT

GEORGE COLLINS, SEC'Y-TREAS.

WILLIAM WRIGHT, VICE-PRESIDENT

September 3, 1965

Case No. 35-CA-2307/2384 OFFICIAL EXHIBIT No. GC-15

Mr. Dwayne Berner, President
Regency Electronics
7900 Pendleton Pike
Indianapolis, Indiana

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/7/66 Witness Sp. 1000 Reporter BBT
No. Pages 2

Dear Sir:

Please be advised that our Union, the International Union of Electrical, Radio & Machine Workers, AFL-CIO, is presently engaged in an organizational campaign among the employees of your Company.

Many of your employees are voluntary members of our in-plant organizing committee.

I call to your attention the National Labor Relations Act, as amended, which gives your employees the right to self organization in a Union of their choice, without interference from you or other members of management. In the event you, or other members of management should coerce, intimidate, threaten or otherwise interfere with your employees' in the exercise of their rights, we will call it to the attention of the appropriate Government Agency.

Trusting that you will honor your employees' lawful rights, I am,

Sincerely,

Earnest J. Rutherford

Earnest J. Rutherford
Field Representative
IUE-AFL-CIO

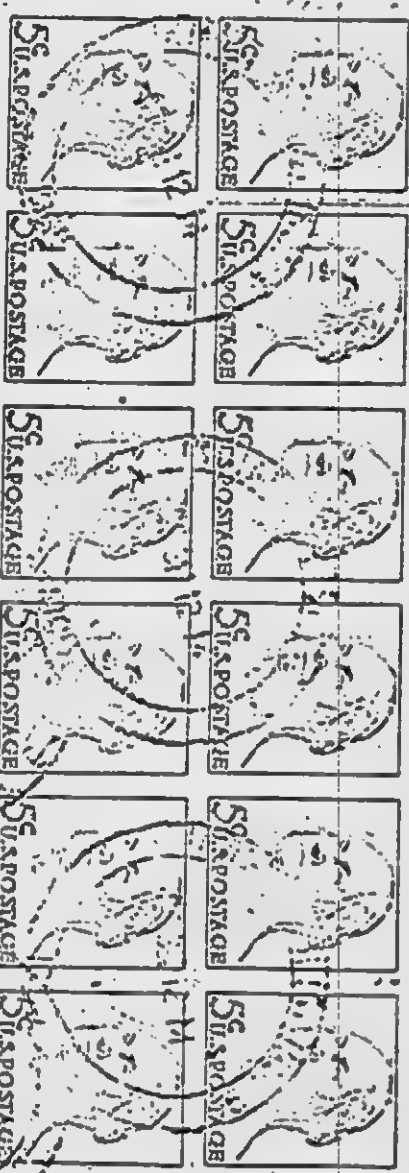
cc: National Labor Relations Board
ER/lh
oeiu #1 afl-cio

International Union
of
Electrical, Radio and Machine Workers
Affiliated with the AFL-CIO
2138 E. 52nd St. Indianapolis, Ind. 46205

CERTIFIED
No. 417168
MAIL

Mr. Dwayne Berner, President
Regency Electronics
7900 Pendleton Pike
Indianapolis, Indiana

Return Receipt Requested:
RETURN RECEIPT REQUESTED



SPECIAL DELIVERY

SPECIAL DELIVERY

INNER OFFICE CORRESPONDENCE

TO: ALL EMPLOYEES

DATE: 10/21/65

FROM: Juanita McGraw, Personnel Director

COPIES:

SUBJECT: COMMERCIAL PRODUCTS MOVE TO RALEIGH

Some time ago, the management of Regency announced their intent to move all commercial product manufacturing to Metrotek Electronics, Inc. in Raleigh, North Carolina.

There will be a gradual move of these products beginning within the next couple of weeks and continuing through the end of this year. Production of all Avionics and our new Nav-Com equipment and products will remain here in Indianapolis.

The purpose of this announcement is to give all employees an opportunity to indicate their interest in working at Metrotek at the same rate of pay and job classification without loss of length of service.

Those employees interested should indicate their desire to the Personnel Department.

25-64-347/2384
Case No. OFFICIAL EXHIBIT No. GC 31

Disposition	Identified	<input checked="" type="checkbox"/>
	Received	<input checked="" type="checkbox"/>
	Rejected	<input type="checkbox"/>

In the matter of Regency Electronics
Date 7/1/66 Witness W. J. [Signature] Reporter [Signature]
No. Pages 1

25-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No. GC-32

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date 7/7/64

No. Pages 3

Witness

Reporter

EMPLOYEE

LENGTH OF
SERVICE

Woodcock, Lilye Ann	2/17/49
Hollcraft, Cora L.	5/4/49
Swallow, Harriett	3/17/51
Pulis, Opal	10/21/51
Moore, Lommie E.	1/14/52
Jones, Mary L.	1/21/52
Healey, Maxine	10/22/52
Hemingway, Irene	2/19/53
Riddle, Elisabeth A.	2/19/53
Winstead, Agnes L.	11/3/53
Kiphart, Betty A.	12/2/54
McVay, Alelia A.	12/16/54
Cox, Helen P.	2/27/55
Stock, Mable A.	7/27/55
Humfleet, Virginia	11/8/55
Rumler, Eleanor	3/15/56
Graves, Audrey	9/10/56
Carrow, Irene G.	8/5/57
Lowe, Marjorie E.	12/13/57
Martin, Lila D.	6/5/58
Kaiser, Catherine L.	7/11/58
Martin, Susan	11/16/61
Ishmael, Ruth	6/25/62
Perdue, Mary E.	8/9/62
White, Virginia	9/10/62
Hargraves, Mary	9/18/62
Daugherty, Dorothy L.	9/27/62
Lawing, Mattie	10/8/62
Cork, Vivian	10/10/62
King, Wanda F.	10/10/62
Dostin, Alice	1/14/63
Hawkins, Lillian	1/28/63
Story, Thelma	2/25/63
Buoy, Patricia M.	3/11/63
Bruce, Mary M.	3/11/63
Cramer, Myrtle	3/25/63
Kumkowski, Ellen	4/1/63
Moore, Lucille	4/16/63

<u>EMPLOYEE</u>	<u>LENGTH OF SERVICE</u>
Hall, Ann I.	4/22/63
Dunn, Geneva	4/30/63
Safranek, Vera I.	6/3/63
Farnham, Imogene	6/3/63
Barlow, Betty	6/5/63
Farmer, Charlotte	6/6/63
Mobley, Ruth	6/12/63
Dupree, Norma	6/13/63
Helton, Clara J.	7/22/63
Lawrence, Irene	9/16/63
Carpenter, Darlene	9/16/63
Coomes, Imogene	9/30/63
Disborough, Angeline L.	9/23/63
Stackhouse, Evelyn	9/23/63
Bryant, Marie Jane	9/23/63
Stanley, Barbara	9/24/63
Prince, F. Louise	9/25/63
Parham, Mildred	9/27/63
True, Etta S.	10/14/63
Sloan, Shirley	10/14/63
Hager, Carolyn	10/28/63
Feigen, Elmina	11/14/63
Lanham, Betty J.	1/4/64
Grier, Marilyn	2/17/64
Weaver, Betty L.	3/23/64
Crum, Lucille	3/23/64
Vaughn, Ruth J.	3/25/64
Yates, Lillian	3/30/64
Harlson, Reber	4/2/64
Bailey, Minnie L.	4/8/64
Elmore, Eva G.	4/28/64
Woods, Jacquelyn K.	5/4/64
Bruce, Marguerite	5/4/64
Vaughn, Ruby L.	5/12/64
Morrow, Glenna	5/12/64
Sarden, Johnnie	5/15/64
Ward, Annette	5/19/64
Estrada, Alice	5/25/64
Hudgins, Rosemary	5/25/64
Starks, Lois A.	5/25/64

<u>EMPLOYEE</u>	<u>LENGTH OF SERVICE</u>
Prather, Louise	7/6/64
Napier, Alma M.	7/6/64
Grizzel, Carolyn	7/6/64
Dunahoo, Glenna	7/6/64
Officer, Betty M.	10/23/64
Lawrence, Rose M.	11/7/64
Sparks, Mary E.	11/18/64
Rhodes, Nancy E.	11/21/64
Barnes, Wanda L.	11/24/64
Fox, Patricia	12/2/64
Shelton, Sandra K.	12/13/64
Nicholas, Kay J.	7/15/65
West, Lorna P.	7/19/65
Bradford, Joycie D. /	7/19/65
Sexton, Mary C.	8/18/65
McCrackin, Celestine	8/19/65
Banks, Mary V.	8/25/65
Fee, Beatrice E.	8/25/65
Cobb, Mary C.	9/2/65
Shaffer, Fern G.	9/7/65
Richards, Mary E.	9/7/65
Collins, Cora B.	9/7/65
Cole, Lois M.	9/7/65
Box, Josephine	9/7/65

TERMINATION NOTICE

Every employee has been reviewed as to length of service, quality, quantity, attitude, attendance, punctuality and ability to learn new tasks. As has been announced in the past, all commercial production has been moved to Raleigh, North Carolina, and the facilities at 7900 Pendleton Pike will be devoted to Avionics manufacturing.

After due consideration of all employees with reference to the above mentioned attributes, we find it necessary to terminate you permanently as of 11:00 a.m. this date. Enclosed is your copy of the separation report as filed with the Indiana Employment Security Division. Since no work is available, you are eligible to apply for unemployment compensation. Your pay check for hours worked this week, will be mailed to your home so that you should receive it in the mail Friday, November 19.

Regency Electronics, Inc.

11/12/65

25-CA-2347/2384

Case No. OFFICIAL EXHIBIT No. 60-33

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/1/66 Witness W. W. Wray Reporter DAT

No. Pages 1

JA 135

TO: ALL EMPLOYEES

DATE: 11/12/65

FROM: The Management of Regency Electronics, Inc.

SUBJECT: STATEMENT OF POLICY

The reliability of all products to be produced in the Indianapolis plants of Regency Electronics, Inc. takes on a totally new significance now. The instruments now being produced and soon to be produced will be the eyes and ears for those users in the air under instrument flying conditions. This equipment must enable the pilot to reach his destination with the same ease as if it were a very bright, clear, windfree, sunshiny day, instead of a blinding snow or rain storm and foggy, over-cast weather.

Human lives now depend on the reliability of our products. Reliability of manufacture involves the critical examination of all materials, methods and processes. Pride in workmanship, desire to produce the finest quality, are prerequisites to manufacturing reliability.

Quality workmanship is more a mental process than an actual physical effort. Positive thoughts create the right atmosphere for the performance of quality workmanship; negative thoughts result in poor quality.

A clean, wholesome, well-lighted, well-equipped facility will not produce the required quality - without the positive approach of satisfaction of employment at Regency.

Every employee has been reviewed as to length of service, quality, quantity, attitude, attendance, punctuality and ability to learn new tasks. There is not one employee who has perfect attributes and does not need improvement in most areas. Some areas need improvement more than others, and this will be discussed with you at a later date. To insure the continuing reliability of our products, it is the company's intent to periodically review and evaluate each employee as to the above stated characteristics.

We all have a lot to learn, and it is the company's desire that each employee will benefit from these new tasks and assignments. We must all cooperate and learn to do a job together. Accordingly, beginning Monday, November 15, 1965 most every employee will have a new assignment. These assignments will be discussed with you this afternoon by the Supervisor or Department Head involved.

Case No. 25-44-2347/2234 OFFICIAL EXHIBIT No. 6C-36

Disposition

Identified ✓
Received ✓
Rejected

In the matter of Regency Electronics
Date 11/16/65 Witness John H. [Signature] Reporter 257

No. Pages |

JA 136

REGENCY ELECTRONICS, INC.
7900 Pendleton Pike
Indianapolis, Indiana

Statement of Mr. Dwayne M.
Bernier, President, to the
employees of Regency Elec-
tronics, Inc.

September 7, 1965
7900 Pendleton Pike
Indianapolis, Indiana

Margarita Liggett, Reporter

Case No. 133-133 OFFICIAL EXHIBIT No. 67C-40

Disposition	Identified.....	✓
	Received.....	✓
	Rejected.....	

In the matter of *Regency Electronics*
Date *7/8/66* Witness *Regency Electronics*
No. Pages *12* Reporter *2/3/7*

MR. BERNER: I am sorry to keep you waiting, but after receiving this letter last Friday, and due to the organization attempts going on in the plant, it is no longer possible for me to talk to you without having a court reporter and counsel here.

By talking to you today there is no doubt what I say, this will be construed by some facets as unfair labor practice. I was advised by counsel not to talk to you under any circumstances. I told counsel we have never been that way before, never had that type of relationship, and I am not going to start now regardless of what is going on. The worst thing that could happen is I could go to jail, and I hate to admit this, but I have been there before.

This is a letter I received from the International Union of Electrical Radio & Machine Workers AFL-CIO Friday. Unfortunately I was not in here; I was in Raleigh. I would like to read it to you:

(Here Insert.)

Number One, I would like to say this: You have a right -- a right that no one can take away -- to have an international union, if you so choose. I am not going to try to coerce you, I am not going to try to intimidate you, I am not going to threaten you. For no other reason than,

number one, I know I could not threaten you; it would do no good. Intimidate, it would be impossible; you are not that type of people; I am not that type of people. You have a right to this type of union. It is a right we are not going to interfere with. We are not going to interfere; it is up to you.

There are certain things you must know; that is why I am talking to you today. Number One, these cards that have been circulated by the organizing committee in the plant, these cards do not request an election; they do not only indicate an interest in the union, they appoint that union as your representative when you sign it. When enough of you have signed that card, you have picked this union, this international union, as your bargaining entity and, also, as your partner for life. This, the selection of a union, is a very serious step, not only from the mere standpoint of whether it is a union or non-union shop, but also from the standpoint are you selecting the right union, is this the union you want if you want a union, have you explored it, have you talked with other unions, have you looked into it, or has someone sent a telegram to a union out of a phone book and this is the one you are considering? There are numerous unions that represent the electronics business.

It is very important you select a union, choose the right one, both from your standpoint and the company standpoint. This is a very, very small union in relation to unions where you find international unions, very small selection, and it is important, if you do select one, that you pick the right one when you pick one, because the wrong one could be disastrous for you not only the company.

We have had many people since this started last Thursday or Friday, of last week, come to management. I would hope many more come to me, but I have not been here. We appreciate the people coming to us. We appreciate the sentiments they have expressed; however, we must remain neutral. There is nothing we can do. We have been asked when we would form a committee. We can not form a committee. This is up to you, a hundred per cent up to you. If you as a group, a group of employees, want to form a committee, this is completely up to you. Your right to this union is yours. What you want to do is your right. It is your privilege and management can do absolutely nothing. It is a strange position I find myself in. I know especially amongst some of the older girls, having worked with me and our having known each other for several years, that working together you can realize what a very difficult thing it is

for me to keep my mouth shut. But we are in this position: The union movement is a very fine movement. As a company we have supported the union movement in the State of Indiana. My personal feeling is an international union in this company, that it is rather ridiculous. We just are not big enough for an international union. There are many, many alternatives. One which could be considered -- and you might think about this; again, I am not urging you to do this at all, it is up to you, but I do want you to explore every possible avenue -- and that would be a local union, company union. In many cases they have been very successful. Lilly's is a perfect example. There are many more alternatives for collectivism than international unions. Think of them all and think of them all seriously, because you are making, when you decide, union or non-union, any decision you make, you are making the biggest decision you ever made in your employment life. You are then deciding whether you are to be a union or non-union shop, and it is a big decision, because, believe me, there are drastic differences between the two.

This letter, if any of you are interested, will be posted on the bulletin board and feel perfectly free to read it. That about handles the first part of the talk

on the union. I don't want to discourage you in any way, shape, or form. I don't want you to consider this talk discouraging from the union standpoint. If you feel you need an international union, and want it, it is your right, vote for it and get it in here; but think about it carefully; this is not something to jump at, not at all. It is not something, I don't think, that has to be done tomorrow; you can have at least until the day after to think it over. That is enough on the union issue.

Now, I would like to talk about something that I have been aware that is happening. I have been aware of it the last three or four weeks. As you know, the company has been expanding very rapidly. We have one in Raleigh and are building another. We are supposed to move in November. And a new facility in Kansas. Regrettably it has required a lot of my time out of town. The last five or six months I probably have become farther away from production than ever before. There are two swings in the pendulum. I was down here every day -- some of you people will never believe this -- but I was here until seven o'clock. Up until about a month ago I thought we had the best morale factor. The same old team brought it from flat on its back to one of the fastest-growing areas here. But

something happened lately, and I should have been here and seen it before it occurred; however, it has occurred and I don't know what it is. I heard rumors of favoritism mentioned; I have heard of unfairness on upgrading mentioned. I know we had troubles with the MR 33 line. That was brought to my attention. I thought it was handled satisfactorily, but I learn now apparently it was not. These things I am going to get into immediately and find out what is going on down here. There is no reason the group should not have high morale. It has to have or we are not going to succeed. I would invite you and request that you stop in and see me. The door to my office is still open, always has been, and always will be. Let me know these problems firsthand when they occur. This always was your right with this company. I am disappointed, a little bit disappointed, to be perfectly frank, especially the older people, that you have not come to me and told me of the problems. I will say 90 per cent is my own fault; I have not been around and have not been able to talk with you. Let's get it worked out here. We are in the business of building radios and we have to build them right and build a lot of them and build a lot more. In the very near future you won't see any more monitor radios built in this plant;

all will be built in North Carolina. For one reason, this whole plant is scheduled to be fully avionics starting the first of the year or sooner, Class A assembly; no commercial, all commercial will be out. Of course, this means several things to you. To the ones who are capable of handling Class A, this means upgrading to Class A assembly; but our avionics program will be bigger than over-all Regency is in one year. That is a big jump. We figure building four million dollars of aviation equipment every year, this plant and this plant.

One thing on the morale problem. If you would like to appoint a committee to come over and talk to me, or I will be available here, come up to the conference room and talk; call me, and I will arrange a time and make it during working hours; not on your own time. It is not going to be your fault for morale getting to the level it is right now; it is going to be our fault. Every member of management is going to accept the responsibility. Come individually or as a group and let's get it worked out. It has nothing to do with the union. We are in the business of making radios and we can't make radios when people are dissatisfied. I am sure there is no problem we have that can't be worked out; we have in the past and there is no problem we

can't work out now.

One other thing has been mentioned -- and this, again, is a rumor but it is a rumor that is worth throwing out -- when people have come to talk to members of management, different attitudes are displayed toward them by supervisory people. If I knew for a fact it happened and supervisory people are involved, they would be fired right now; they would not be in this room. If it has happened in the past. I mean all supervisory personnel, including top management. It will not be tolerated under any circumstances, just will not be tolerated.

I would like to have some questions while we are in a group; if anyone has a question, I would like for them to bring it out at this time.

VOICE: I think one thing the girls, a lot of them, are dissatisfied, they are comparing their jobs with Western Electric because they make so much more money than the girls here. They are real dissatisfied with their pay.

MR. BERNER: Helen, that is a good question. You take RCA and look at the problems. They are making 10 and 15 per cent return. We are fighting like dogs to make it on less. We didn't know if the doors would be open. We started so deep in the hole. We are still in the hole and we have had a lot of progress in three years, but right .

now, until we get production up to the level where we start realizing the type of profits to stay in business, the wage rate has to be where it is. The rate is low compared to RCA. Forget about Western Electric. If you are going to be in private business, never compare with Western Electric. The only other people that compete with Western Electric is Fort Harrison. Western Electric has the top monopoly and Fort Harrison is the Government; they have all our money.

Our labor rate is low, no doubt about it, but not too low compared to other plants. It is higher than some. Not at the start, but merit increases in 90 days is higher than some. Believe me, there is no one that would rather pay higher wages than we would. It is not in the cards until such time as we get certain things off our back. We have a ten-year history to live down. This company did nothing but lose money. If it is not there, it can't be paid. If you think the labor rate is low here...

HELEN: (Interposing) No, I didn't say it was low.

MR. BERNER: It is low, let's put it that way.

And for some of the so-called management group, it is also very low for them. People in comparable positions are making twice as much money. It is something we have to

live with until such time as we get up to the point -- which should not be too far away at all -- I would definitely think within this year.

VOICE: Would you repeat, Mr. Berner, on the card business, if you even sign your name on the thing and send it in now, regardless of what you might put on it and might mark, if you have signed the card you have immediately selected that union as your representative?

MR. BERNER: That's correct. It is your first and last act. If you sign the card you have appointed that union as your union now and forever, and if they get enough of the cards, you will never see a ballot box. It is all over. You have the union. I don't know how it has been explained to you, but that is the fact.

VOICE: Would you mind repeating about going in and talking about problems, what you were just talking about?

MR. BERNER: Yes. I said I want you to come in and discuss the problems with me, either in a group or individually, or both, if possible. I also said I heard some supervisory personnel were treating people differently, somewhat like a reprisal, when they went in and talked to somebody and came back to the line. I said this -- and never have I meant anything more in my life -- that if I ever get the slightest indication of, either directly or indirectly,

supervisory personnel doing such a thing, they are through at that point and I, personally, will stand by their shoulder while they get their things out. We do not run the company that way and never will.


Any other questions? Okay, I guess we got this over and didn't infringe upon your lunch hours; you have an extra four minutes today.

....Whereupon that was all of the proceedings had at this time....

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I, Margarita Liggett, a notary public in and for the County of Marion, State of Indiana, do hereby certify that on the 7th day of September, 1965, at the premises of Regency Electronics, Inc., 7900 Pendleton Pike, Marion County, Indiana, I took down certain proceedings at that time wherein its President, Mr. Dwayne M. Berner, spoke to the employees and certain questions were asked of Mr. Berner; that said proceedings were taken down by me in stenotypy and thereafter transcribed by me; that the foregoing is a full, true and correct transcript of my original stenotype notes of said proceedings, as so taken and noted by me at the said time and place.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 7th day of July, 1966.


MARGARITA LIGGETT, Notary Public
and Stenotype Reporter.

My Commission Expires:
September 16, 1968.


AUTHORIZATION CARD


**INTERNATIONAL UNION OF ELECTRICAL
 RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO**

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Marvin Barker 11-8-66
 (Signature) (Date)

2116 N. Park - 11th St.
 (Address) (City)

Form 2-E

Company

Regency
 4201

25-CA-2347/2324

Case No. OFFICIAL EXHIBIT No. CA 42-1

Disposition

Identified ☒
 Received ☒
 Rejected ☐

In the matter of Regency Electronics
 Date 7/14/66 Witness Richard Reporter LS 7
 No. Pages 1

JA 150



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Betty Barlow 9/7/65
(Signature) (Date)
3506 Caroline Ave, Indianapolis
(Address) (City)
Company Regency Electronics
Form 2-E 42-2

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-2

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/13/66 Witness Barlow Reporter P.B.T.
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Marvin Bruce 11-5-65
(Signature) (Date)

5735 N. Post Pl. Philadelphia
(Address) (City)

Form 2-E

Company Regency Electronics
42-3

25-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No. GC 42-3

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Regency Electronics

Date 7/14/66

Witness

Reporter

No. Pages 1

AUTHORIZATION CARD

INTERNATIONAL UNION OF ELECTRICAL
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Will Bryant
(Signature) (Date) _____

1949 Madison Ave
(Address) (City) _____

Remco Elect.
Company

Form 2-E

42-4

35-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC-12-4

Disposition	Identified	<input checked="" type="checkbox"/>
	Received	<input checked="" type="checkbox"/>
	Rejected	<input type="checkbox"/>

In the matter of Remco Electronics
Date 7/14/66 Witness Rutherford
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Patricia M. Ryan 3 Sept 1965
(Signature) (Date)

410 E. 20th St Indianapolis
(Address) (City)

Form 2-E

Company Regency Electronics
42-5

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-5

Disposition { Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/14/66 Witness [Signature] Reporter GBT
No. Pages Rutherford



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Peter J. Callahan 9/3/65
(Signature) (Date)

4759 Neaman St. Louis, Mo.
(Address) (City)

Form 2-E

Company Raytheon Electronics
42-6

Case No. 25-CP-2347/2324 OFFICIAL EXHIBIT No. GC-6 42-6

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Raytheon Electronics
Date 7/14/66 Witness Putzinger Reporter JS
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Irvin Carrow Sept 3 1965
(Signature) (Date)

RR 13 Box 238 Indianapolis
(Address) (City)

Form 2-E

Company

Regency

42-7

25-CA-2347/2384
Case No.

OFFICIAL EXHIBIT No. GC 42-7

Disposition

Identified ✓
Received ✓
Rejected

In the matter of

Regency Electronics

Date 7/17/66

Witness Carrow

Reporter GB

No. Pages 1

JA 156



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Wm. C. Calk (Signature) 1/11/66 (Date)
8543 7th Avenue Road (Address) Indianapolis (City)

Form 2-E

Company

508 . 42-8

25-CA-23475384

Case No.

OFFICIAL EXHIBIT No.

GC-2 42-8

Disposition

Identified ✓

Received ✓

Rejected ✓

In the matter of

Date

No. Pages

Witness

Regency Electronics
1/14/66
Luther Jones
6137

JA 157



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

James C. ... 9-2-65-
(Signature) (Date)

727 N. ...
(Address) (City)

Form 2-E

Company

Regency Electronics
42-9

95-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No.

GA 42-9

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date

7/12/66

Witness

Cheney

Reporter

hbt

No. Pages 1

JA 158



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

May. 12. 1965 4/3/15
(Signature) (Date)

1112 Main St. Fortville Ind.
(Address) (City)

Form 2-E

Company

Regency
42-10

25-CA-2347/2384

Case No. OFFICIAL EXHIBIT No. 42-10

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics

Date 7/17/66 Witness [Signature] Reporter [Signature]

No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

[Signature] (Signature) [Date] (Date)
[Address] (Address) [City] (City)
Company [Company Name]

Form 2-E



42-11

25-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No.

GC 42-11

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Regency Electronics

Date 7/13/66

Witness

[Signature]

Reporter BBT

No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Glen D. Dunder 9/2/65
(Signature) (Date)

2710 S. Collier St. Indianapolis
(Address) (City)

Per 2-5 Company Regency Electronics

42-12 42712

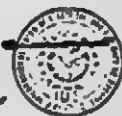
25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-12

Disposition Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/13/66 Witness Quahoo Reporter L.H.T.
No. Pages



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

(Signature)

(Date)

(Address)

(City)

Form 2-E

Company

Case No. JS-CA-2347/2384

OFFICIAL EXHIBIT No.

GC-42-13

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date

No. Pages

Witness

Reporter



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Eric S. Elmore 9-2-65
(Signature) (Date)

Bx 348 RR12 2nd Avenue
(Address) (City)

Form 2-E
42-14 7900 Regency Electronics
Hamilton Pike
Company

25-~~SA~~ 2347/2384
Case No. OFFICIAL EXHIBIT No. 60 42-14

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/15/66 Witness Elmore Reporter Lab 7
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Robert P. Lee (Signature) Jan 2-66 (Date)

6441 Philadelphia Ave (Address) Phila (City)

Form 2-E

Company Revere Electronics

GC 42-15

Case No. 25-4A-2347/2384 OFFICIAL EXHIBIT No. GC 42-15

Disposition

Identified ✓

Received ✓

Rejected

In the matter of Revere Electronics
Date 7/14/66 Witness Ruthford Reporter RB
No. Pages



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Patricia Fox (Signature) 1/13/66 (Date)

11395 Bradley (Address) San Diego (City)

Form 2-E Company 7900 R.R. Co.
42-16

Case No. 95-CA-2347/2324 OFFICIAL EXHIBIT No. GC 42-16

Disposition Identified ✓
Received ✓
Rejected _____

In the matter of Regency Electronics
Date 7/13/66 Witness Fox Reporter BBT
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Carl H. Huppel 9-7-65
(Signature) (Date)
5905 Wilshire Plaza
(Address) (City)
Company Regency Elec.
Form 2-E 42-17

95-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-17

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/3/66 Witness Prizzell Reporter LB7
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Carlton D. Heger 9/3/65
(Signature) (Date)

78 Churchmen Beach Lane
(Address) (City)

Form 2-E

Company Regency
42-18

25-CA-2307/2384

Case No. OFFICIAL EXHIBIT No. 42-18

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/1/66 Witness [Signature] Reporter [Signature]
No. Pages 7/4/66 Rutledge



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Mrs. Charlotte W. Haidin 9-9-65
(Signature) (Date)

4619 Wisconsin St. Indianapolis
(Address) (City)

Form 2-E

Company

Regency

42-19

25-4A 2347/2324
Case No.

OFFICIAL EXHIBIT No. 42-19

Disposition

Identified X

Received X

Rejected

In the matter of Regency Electronics
Date 7/14/66 Witness [Signature] Reporter [Signature]
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Harold K. Harris
(Signature) (Date) 10-3-65

2201 W. 15th St. Philadelphia
(Address) (City)

Form 2-E

Company

Regency Electronics

42-20

354A-2347

Case No.

OFFICIAL EXHIBIT No.

GC 42-20

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date

7/4/66

Witness

Walter J. ...

Reporter

No. Pages



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Robin Wilson
(Signature)

9/2/65
(Date)

R-213-152- Per Motion
(Address) (City)

Form 2-E
Company

General Electric
42-21

95-1A-2347/2384
Case No.

OFFICIAL EXHIBIT No. GC 42-21

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Legency Electronics

Date 1/14/66

Witness Pittsburgh

Reporter BB7

No. Pages ,



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Lilkin, A. F. / Amherst 9-13-65
(Signature) (Date)

RR3 Bond / 34 Brewster St
(Address) (City)

Company Regency Electronics

Form 2-E

GC-42-22

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC-42-22

Disposition
Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/26/66 Witness Hawkins Reported BB7
No. Pages, _____



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Clara Louise H. Hume
(Signature)

9/29/65
(Date)

2361 E. Le Grande Boulevard
(Address)

Indianapolis
(City)

Form 2-E

Company Regency Electronics

42-23

25-CA-1347/2384

Case No.

OFFICIAL EXHIBIT No.

GC 42-23

Disposition

Identified ✓

Received ✓

Rejected

In the matter of

Date

No. Pages

Witness

Reporter

Regency Electronics
7/4/66
Robert J. Porter



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Ronald J. Henn (Signature) 10/1/65 (Date)

944 N. Laramie (Address) (City)

Form 2-E Company Regency
42-24

254A-2347/2384 Case No. GC 42-24 OFFICIAL EXHIBIT No.

Disposition Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Telephones
Date 1/4/66 Witness Ruthberg Reporter SB
No. Pages 1 JA 173



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Lorrian D. Holmes 9.28.65
(Signature) (Date)

829 N. Hayes - Indianapolis
(Address) (City)

Form 2-E Company Regency Corp.
Box 4225

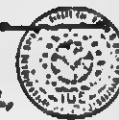
25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. 6C-42-25

Disposition Identified ✓
Received ✓
Rejected

In the matter of Regency Electronics
Date 7/14/66 Witness Lutherford 257
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Thomas E. Smith
(Signature) (Date)
1000 S. 1st St. (Address) (City)
Company *Smith*
Form 2-E *47-26*

25CA-2347/2354
Case No. OFFICIAL EXHIBIT No. *GC 47-26*

Disposition { Identified ☒
Received ☒
Rejected ☐

In the matter of *Regency Electronics*
Date *7/14/66* Witness *Patricia* Reporter *BS 7*
No. Pages ,



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Ruth Samuel 9/2/65
(Signature) (Date)

Rox 177 McLoudville
(Address) (City)

Form 2-E Company Regency Electronics

42-27

25-CA-2347/1324
Case No.

OFFICIAL EXHIBIT No. GC 42-27

Disposition	Identified <u>✓</u>
	Received <u>✓</u>
	Rejected

In the matter of Regency Electronics
Date 11/16/66 Witness [Signature] Reporter [Signature]
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Norman M. Johnson 10/15/65
(Signature) (Date)

432 N. Bradley Boulevard
(Address) (City)

Form 2-E Company 42-28

25CA-2347-2384 OFFICIAL EXHIBIT No. GL 42-28
Case No.

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of

Date 7/14/66

No. Pages 1

Legency Electronics
Winnipeg, Manitoba
Canada



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Catherine Kinner 9-16-65
(Signature) (Date)

1131 Nelson St Indianapolis
(Address) (City)

Form 2-E Company Regency Electronics
47-24

25-CA-2347/2384
Case No.

OFFICIAL EXHIBIT No. GC 42-29

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of Regency Electronics

Date 7/14/66

No. Pages 1

JA 178

7

 AUTHORIZATION CARD 
INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

John L. [Signature] 9/23/65
(Signature) (Date)
7900 P.O. Pike Indpls.
(Address) (City)
Company Remmen Electric

Form 2-E

42-35

25CA-2347/2384 OFFICIAL EXHIBIT No. 60 42-3a
Case No.

Disposition { Identified ☒
Received ☒
Rejected ☐

In the matter of Remmen Electric
Date 11/1/66 Witness [Signature]
No. Pages /



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

William L. Lee Sept. 16-65
(Signature) (Date)
2139 W. Lenoir
(Address) (City)
70
Company

Form 2-E

42-31

25-CA-2347/2324
Case No. OFFICIAL EXHIBIT No. 62-42-31

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of Regency Electronics



Date 7/14/66

Witness Rutherford

No. Pages 1

IA 180

Frank Kashi
AUTHORIZATION CARD

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Ellen Kashi *9/23/65*
(Signature) (Date)

714 Hamilton Fortville
(Address) (City)

Form 2-E Company *R. Kashi* *42-32*

25-CR-2342/3380 OFFICIAL EXHIBIT No. *GC 42-32*

Case No.

Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>

In the matter of *Leggion Electronics*
 Date *7/14/66* Witness *Kashi* Reporter *BB-7*
 No. Pages *1*



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

B. H. Lachman 9/22/45
(Signature) (Date)
966 Linden Ave. Fortville
(Address) (City)
Form 2-E Company Regency Electronics
42-33

25-CA-2747/2384

Case No. OFFICIAL EXHIBIT No. GC 49-33

Disposition

Identified _____
Received ✓
Rejected _____

In the matter of Regency Electronics
Date 7/16/46 Witness [Signature] Reporter [Signature]

No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Sam Lawrence 9-2-65
(Signature) (Date)

337 S. Rautin, S.W.
(Address) (City)

Form 2-E Company Regency Electronics
42-34

25-CA-2347/234
Case No. OFFICIAL EXHIBIT No. GC 42-34

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/4/66 Witness Robert B. B. 7
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Lisa Mary Lawrence 9/7/65
(Signature) (Date)

337 South Center Lincoln
(Address) (City)

Form 2-E

Company Regency Electronics
42-35

25-CA-2347/2384
Case No.

OFFICIAL EXHIBIT No. 42-35

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of

Date 7/8/66

No. Pages 1

Witness

Reporter



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Margaret Lowe Sept. 3, 1965
(Signature) (Date)

P.O. Box 213 Kennard, Indiana
(Address) (City)

Form 2-E

Company

Regency
42-36

95-CA-2347/2354

Case No.

OFFICIAL EXHIBIT No.

GC 42-36

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date

No. Pages

Witness

Reporter

AUTHORIZATION CARD

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Alvin D. Vay Sept. 2 - 1965
(Signature) (Date)

Box 177 McComb, Miss.
(Address) (City)

Form 2-E Company Regency Electronics
43-37

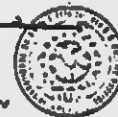
25-CA-2347/2384
Case No. OFFICIAL EXHIBIT NO. GC 42-37

Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>

In the matter of Regency Electronics
Date 7/1/66 Witness D. Vay Reporter PAF
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

George S. McLean 23 Sept 65
(Signature) (Date)

3015 E 23rd Indianapolis
(Address) (City)

Form 2-E Company Regency Electric

42-38

25-CA-2347/p380

Case No. OFFICIAL EXHIBIT No. 42-38

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of

Date

No. Pages

JA 187



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

(Signature)

(Date)

(Address)

(City)

Company

Form 2-E



42-39

25-LA-2347/2324

Case No.

OFFICIAL EXHIBIT No.

GC 42-39

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date

Witness

No. Pages

JA 188



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

James Martin 9/11/55
(Signature) (Date)

2712 Leachman Blvd. (Address) St. Louis, Mo. (City)

Form 2-E

Company Recreation Inc.

LC 42-40

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT NO. LC 42-40

Disposition

Identified ☒

Received ☒

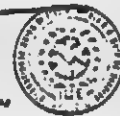
Rejected ☐

In the matter of Legends Electronics

Date 7/14/66 Witness Arthur J. [illegible]

No. Pages 1

AUTHORIZATION CARD



**INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO**

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Melina M. M. R. I. 105
(Signature) (Date)

Box 161 McClelland, Cal.
(Address) (City)

Form 2-E

Сопрану

Principles of

42-41

25-CA-2347/2384 OFF

OFFICIAL EXHIBIT No.

GC 42-41

Disposition

Identified 2
Received 2
Rejected

In the matter of Regency Electronics
Date 7/2/64 Witness Harriet Reporter BA7
No. Pages 1

JA 190



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Ray Daniel Jones 8/1/5
(Signature) (Date)

3830 N. Harriet Ave
(Address) (City)

Company Regency Electronics

Form 2-E

42-42

25-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No.

GC 42-42

Disposition

Identified ✓

Received ✓

Rejected

In the matter of

Regency Electronics

Date 7/14/66

Witness Jones

Reporter DBT

No. Pages



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Mary P. ... 9-15-65
(Signature) (Date)

6042 E. Calwood
(Address) (City)

Form 2-E Company ... 42-43

25-CA-2347/2354

Case No.

OFFICIAL EXHIBIT No. GL 42-43

Disposition

Identified ✓

Received ✓

Rejected ✓

In the matter of Regency Electronics

Date 7/12/66

Witness Pickard

Reporter lib 7

No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Michael J. ... 9-15-61
(Signature) (Date)

6403 C. ...
(Address) (City)

Company ...

Form 2-E



42-44

25-CA-2347/2384

Case No. OFFICIAL EXHIBIT No. GC 42-44

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics

Date 7/12/61 Witness Richard Reporter LB7

No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

7/19/66 (Signature) 7/19/66 (Date)

19198-25 St. Louis (Address) (City)

Form 2-E

Company Electronic
42-45

25-CR-2347/2384 Case No. GC 42-45 OFFICIAL EXHIBIT No.

Disposition { Identified ✓
Received ✓
Rejected

In the matter of Regency Electronics
Date 7/19/66 Witness Rushford Reporter EBT
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

William J. ... 9-3-65
(Signature) (Date)

1217 ... St. Louis
(Address) (City)

Form 2-E Company Regency Electronics, Inc.

42-46

Case No. 25-CA-2347/2384 OFFICIAL EXHIBIT No. GC 42-46

Disposition { Identified ✓
Received ✓
Rejected _____

In the matter of Regency Electronics
Date 7/4/66 Witness [Signature] Reporter [Signature]
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Mary C. Lynton
(Signature)

8-2-65
(Date)

Twickenham Court Rd A1
(Address)

4th Dist.
(City)

Company

7900 Penn. Pl. Bldg.
Building 1.

Form 2-E

42-47

25-CA 2347/2384

Case No.

OFFICIAL EXHIBIT No. GC 42-47

Disposition

Identified ✓

Received ✓

Rejected ✓

In the matter of

Regency Electronics

Date

7/2/66

Witness

[Signature]

Reporter

[Signature]

No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Sam Schaffer 9-0-65
(Signature) (Date)

6034 East Colgate Road
(Address) (City)

Form 2-E Company Regency Electronics
42-48

95-LA-2347/2384
Case No.

OFFICIAL EXHIBIT No. GC 42-58

Disposition

Identified X
Received X
Rejected

In the matter of Regency Electronics
Date 7/12/66 Witness Schaffer Reporter BBT
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Stephen K. Shelton 9/13/65
(Signature) (Date)

1332 W 33rd St. Indianapolis
(Address) (City)

Form 2-E

Company Regency Electronics
42-49

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-49

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics

Date 7/11/66 Witness Shelton Reporter 507

No. Pages

 **AUTHORIZATION CARD** 
**INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO**

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Whitley Sloan 9-9-65
(Signature) (Date)
7534 E. 34th Pl Chicago
(Address) (City)
Company Regency
Form 2-E 42-56

254A-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-50

Disposition { Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/14/66 Witness [Signature] Reporter [Signature]
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Charles A Smith Jan 21 1965
(Signature) (Date)

216 Blackford St Danbury
(Address) (City)

Form 2-E

Company Regency Electronics
42-51

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-51

Disposition

Identified ✓
Received ✓
Rejected

In the name of

Date

No. Pages



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Manuel Lopez 9/2/15
(Signature) (Date)

8810 Pennell Ave. N.E.
(Address) (City)

Form 2-E

Company

7900 Pennell Ave. N.E.

42-52

95-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No.

GC 42-52

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Regency Electronics

Date 7/1/16

Witness Spark

Reporter GBT

No. Pages 1


AUTHORIZATION CARD

**INTERNATIONAL UNION OF ELECTRICAL,
 RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO**

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Chris Starks 9-7-65
 (Signature) (Date)
1432 W. Franklin Ave. Des Moines
 (Address) (City)
 Company Regency Electronics
 Form 2-E 42-53

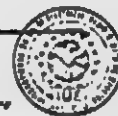
95-CA-2347/224 GC
 Case No. OFFICIAL EXHIBIT No. 42-53

Disposition { Identified ✓
 Received ✓
 Rejected _____

In the matter of Regency Electronics
 Date _____ Witness _____ Reporter _____
 No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Math. Albert Storch 11/9/65
(Signature) (Date)

5180 Chardon Rd. S. Hill Ind.
(Address) (City)

Form 2-E Company Regency Electronics
GC 42-54

Case No. 25-CV-2347/2384 OFFICIAL EXHIBIT No. GC 42-54

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/1/66 Witness Storch Reporter BBT
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Harriet L. Silow Sept 14 1965
(Signature) (Date)

920 E. North St. Andover
(Address) (City)

Form 2-E Company Raychem Corp. - Trucon

042-55

95 CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-55

Disposition

Identified ☒
Received ☒
Rejected ☐

In the office of

Date 11/4/66

Witness

Reporter

No. Pages 1

JA 204



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Robert Vaughan (Signature) Sept. 8 65 (Date)
PO Box 124 (Address) M.D. Cribbville (City)
Pegman (Company)

Form 2-E

Company

42-56

25-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No.

GC 42-56

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date 7/12/66

No. Pages

Witness

Vaughan

Reporter

LA 7



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Don L. Wall 10-8-65

(Signature)

(Date)

RR# 3 Box 329 Indianapolis

(Address)

(City)

Form 2-E

Company

Regency Electronics

42-57

25-CA-2347 12380

Case No.

OFFICIAL EXHIBIT No.

42-57

Disposition

Identified ☒

Received ☒

Rejected ☐

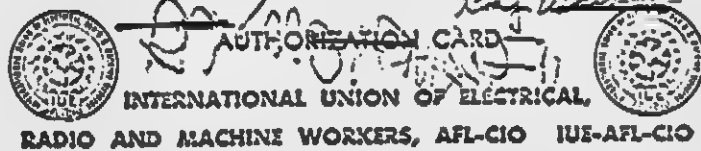
In the matter of

Date

No. Pages

Regency Electronics
11/66 W. R. Rutherford
BB

JA 206



I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Rogers (Signature) 9/13/65 (Date)
7843 E. + 46th St. Lincoln (Address) (City)
Company Rogers
Form 2-E 042-58

Case No. 95-CA-2347/2384 OFFICIAL EXHIBIT No. GC 42-58

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics

Date 7/14/66 Witness Ruth Reporter hbt

No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Donna Patricia West 9-9-15
(Signature) (Date)

R1 Cicero Ind.
(Address) (City)

Form 2-E Company Golden Electronics
Box 4259

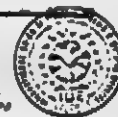
25-CP-2347 Case No. OFFICIAL EXHIBIT No. GC 42-59

Disposition Identified ☒
Received ☒
Rejected ☐

In the matter of Legency Electronics
Date 7/4/66 Witness [Signature] Reporter JB 7
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Germa Muehl 9-2-65
(Signature) (Date)

301 N. Tule Indianapolis
(Address) (City)

Form 2-E Company Regency Electronics
42-61

25-CA-2347/2384 OFFICIAL EXHIBIT No. GC 42-60

Disposition

Identified ✓
Received ✓
Rejected _____

In the matter of Regency Electronics

Date 7/14/66

Witness [Signature]

Reporter [Signature]

No. Pages /



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Jaqueline Woods 9-7-65
(Signature) (Date)
3466 Carrollton St
(Address) (City)
Company Regency Corp.
Form 2-E 42-61

35-CA-2347/2384 Case No. OFFICIAL EXHIBIT No. GE 42-61

Disposition

Identified ☒
Received ☒
Rejected ☒

In the matter of Regency Electronics

Date 1/14/66 Witness James J. L. Reporter BT

No. Pages /

Robert
Katharpad

AUTHORIZATION CARD.

**INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO**

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Mathie Lawing Oct. 2, 1965
(Signature) (Date)

4504 Patton Dr. Lawrence.
(Address) (City)

Company Regency Electronics
42-67

Form 2-E

25-CA-2347/2384 OFFICIAL EXHIBIT No. 62 42-62
Case No.

Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>

In the matter of Regency Electronics
Date 7/14/66 Witness Rutherford Reporter 62-7
No. Pages 1



AUTHORIZATION CARD



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Terry A. Stock 11/12/65
(Signature) (Date)

5182 Chandon Rd. Ind. La.
(Address) (City)

Form 2-E

Company

Regency Electronics
42-63

25-CA-2347/2384
Case No.

OFFICIAL EXHIBIT No. GC 42-63

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of Regency Electronics
Date 7/14/66 Witness [Signature] Reporter [Signature]
No. Pages 1



AUTHORIZATION CARD *Ref*



INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Charles Thomas D. [Signature]
(Signature) (Date)

2361 E. Le Grande Ind. [Address]
(Address) (City)

Form 2-E

Company *Regency Electronics*
42-64

23-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. *GC 42-64*

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of *Regency Electronics*
Date *7/14/66* Witness *[Signature]* Reporter *PS 7*
No. Pages *1*

AUTHORIZATION CARD

**INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO**

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Larry D. Holmes (Signature) _____ (Date)

829 N. Grey Indpls. (Address) _____ (City)

Form 2-E Company Regency

42-65

25-CA-2347/2387 OFFICIAL EXHIBIT No. GC 42-65

Disposition { Identified ☒ _____
Received ☒ _____
Rejected _____

In the matter of Regency Electronics
Date 7/14/66 Witness Richardson Reporter hbt
No. Pages ,

AUTHORIZATION CARD

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Lorna Patricia West (Signature) _____ (Date) _____

81 Cicero, Ind. (Address) _____ (City) _____

Company Regency Clear

Form 2-E 42-66

Case No. 25-28-2347/2384 OFFICIAL EXHIBIT No. 62-42-66

Disposition	Identified <u>✓</u>
	Received <u>✓</u>
	Rejected _____

In the matter of Regency Electronics

Date 7/14/66 Written by W. H. H. H. Reporter 2157

No. Pages 1

Guilt
AUTHORIZATION CARD

INTERNATIONAL UNION OF ELECTRICAL,
RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Walter S. Phila 9/3/63
(Signature) (Date)

RL #2 Bay #148 Ponderosa
(Address) (City)

Form 2-E Company Regency Electronics
42-67

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 42-67

Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>

In the matter of Regency Electronics
Date 1/4/66 Witness Walter S. Phila Reporter 657
No. Pages 1

Quit
AUTHORIZATION CARD
**INTERNATIONAL UNION OF ELECTRICAL,
 RADIO AND MACHINE WORKERS, AFL-CIO IUE-AFL-CIO**

I authorize IUE-AFL-CIO to act as my collective bargaining representative in all matters pertaining to all conditions of employment.

Betty Reynolds *Sept.*
 (Signature) (Date)
9622 Kensington Pk. Oakridge
 (Address) (City)
 Company *Emergency Ele.*
 Form 2-E *42-68*

95-CA-2347/2384 OFFICIAL EXHIBIT No. *GC 42-68*
 Case No.

Disposition
 Identified ☒
 Received ☒
 Rejected ☐

In the matter of *Emergency Electronics*
 Date *7/15/66* Witness *[Signature]* Reporter *BB7*
 No. Pages *1*



Persons at meeting Sept. 5 1965-2178 E. 52nd.

4:00 P.M.

NAME	Address	DEPT.	Phone
Line Prince	3830 Northwest Ave	Cora Line	TA-8080
Henry Lawrence	337 South Routine	Chambers Line	FL 7-3292
Ann Chandler	2710 S. Collins St.	Cora Line	FL 4-357
Anna Jensen	801 N. Tupelo	Lib. Room	ME 1646
Henry Lawrence	337 South Routine	Cora Line	FL 7-3292
Betty Reynolds	9622 Pendleton Pike (quit)		
Alma Morrow	McCordville Ind.	Box 161	
John Huggel	5405 Village Plaza	Cora	FL-9-05
John H. Day	Box 177, McCordville	Repair	Ed 5-2161
Eugene Coomes	821 No. Hearburn	Smith	ME-7-105
John Schmal	Box 177 McCordville	Packer	Ed. 5-216
John Elmore	Box 348 R.P. 12. Indianapolis		YA 3-4 230
John C. Spake	8810 Pendleton, Pike (Eleanor's Line)		Li - 6-9409
John C. Repton	Trails Court Apt A-1	Fl. Bury Harrison	LI 6-9211
John C. Repton	11395 Bradley St	Line	FL-7-6174
John C. Repton	R.R. 1, Box 155 Pendleton	Chambers Line	

Dwight Bernhardt

Pills, 7900 Pendleton Pike
#611 Franklin Park Bldg. #2

25-CR-2347/2334

Case No.

OFFICIAL EXHIBIT No.

GC 43A-F

Disposition

Identified

Received

Rejected

In the matter of

Date

Witness

No. Pages

5

9-9-65

Name	Address	Dept.	phone
Jane Lawrence	337 S. Routine	Cordline	FL 7-3291
Mary Sparks	8818 Perimeter Pike	Cheney	Li-6-911
Jane V. Jett	R 1 Cicero, Ind.	Helen	
Paula Mary Lawrence	337 South Routine	Cheney	FL 7-3291
Shirley M. Jett	1217 W. 30th St	Cheney	WAB 5771
Catherine Miller	1131 Helen St	Field Inspector	ST 4-22
Carolyn N. Heger	73 Chestnut B.D.		ST 7-92
Alma J. Jett	801 N. Dupont St	Atk. Rm.	Whe 1648
Sandra Shelton	1332 W. 30th St	Stock	Whe 5511
Liz Jett	1432 N. Dupont St	Cheney	me 9-184
Quinn Quinn	3830 N. Tower St	Cordline	SW 8-086
Mary E. Jett	1919 E. 5th St	Via Line	Whe 3-3188
Betty Barlow	3506 Caroline Ave	Coil Dept	W 25-953
Alanna Dembo	2710 S. Collins St	Cordline	Ch 4-357
Carolyn Huppel	5905 Village Way	Cordline	FL 4-05
Glena Morrow	161 McCordville Ind	Cordline	
Eva Elmore	Box 342 Indianapolis	Virginia	1V 3-433
Rita Hickson	R.R. 1, Box 135 Perimeter Ind	Cheney	
Lillian J. Jett	8212 Franklin Dr. Indpls. Ind.	J. W. 5-13	
Killian A. J. Jett	R.R. 3 Box 124 Greenfield, Ind.		
Alma L. J. Jett	Box 177 N. E. Jettville		Ed 5-2161
Mary E. Jett	611 W. Main Fortville		4853534
Jane Carson	R.R. 13 Box 238 Indianapolis		
Patricia Jett	1139 S. Bradley St	Line	FL 7-6179

9-2-65

29

Name	Address	Dept.	Phone
Elmore	Box 348 RR12 Indianapolis, ^{Virgin} Indy		VA3-4333
Harlow	R.L. 11 Box 155 Pendleton	Clanore	
Alma Mae Linder	1217 W. 33rd St Elkhart		WA6377
Miss (Stacy)	433 N. Pershing Ave. Kansas		me 9-189
Emily Daugherty	4416 Longworth St Lawrence Ind		Li 5-0060
Walter Allen	7538 E 37th Place	insps, ind	hi 7-9847
Lois Martin	3757 Hartman Dr	Indpls Ind	Li-5-8355
Gene Helton	2361 E. L. Chandler Ave.	Indpls Ind	ST. 4-6459
Marjorie	8212 Laughlin Dr.	Indpls. Ind.	J.W. 8-13
Walter Kels	1919 25th St.	Virgin Indy Mo	3-3180
Barlow	3506 Caroline Ave. Indianapolis		WA-39539
Gene Brown	821 N. Dearborn	ME.	7-1056
Betty Lankam	909 Lindal Ave	Fortville	485-4741
Dr. D. Hays	78 Churchman Park Lane		ST 7-9287
Gene Morrow	Box 161 McCordsville Ind.	Cora's Home	
Gene Huggins	5905 Village Plaza	Clearview	FL-2054
Gene Huggins	1131 Nelson St.	Time Inspection	ST 4-2209
William F. Lamborn	P.R. 3 Box 134 Greentree Ind.		YF 6-5773
Joe D. G. Day	Box 177 - McCordsville, Ind.		Ed. 5-2161
Joe D. G. Day	Box 177 McCordsville, Ind.		Ed. 5-2161
Walter C. Lepton	Trails Court Pk 1A. Ft. Benj. Harrison Ind.		Li 5-9211
Herman Durando	2710 S. Collins St.		Oh 4-3571
Myrtle Sparks	8810 Pendleton pike		Li - 6-9404
Miss June	3830 Harvest Ave		JW-8 0806

7-1365 Agency

NAME

Address

Phone

PLEASE PRINT

Glenn Marion Box 161 McCordsville Ind
 Mary Sparto 8810 Pendleton Pike 897-0311
 Norma Yercel 801 N. Tappan St. 631 6466
 Carolyn Hager 79 Chestnut E.O. 787-9287
 Glenn Dunahoo 2710 S. Collier 64-3571.
 Carolyn Whizzel 5905 Village Plaza 359-0575
 Betty Tomkins Fortville Indiana
 Mary Cobb 2543 Montez Road.
 A. ALICE MEYER Box 177, McCORDSVILLE 335-2161
 RUTH ISHMAEL Box 177 / McCORDSVILLE 335-2161
 Peter Carlson R.R. 1 Box 155 Pendleton
 Betty Barber 3506 Caroline Ave. 925-9539
 Mary E. Hite 1919 E 25th St. Uper 923-380
 Johnnie M. Darden 1217 W. 30th St. WA 33771
 EVA ELMORE B-1348. R.R. 12 Indianapolis Ind VA3-4330
 Sue Martin 8212 Laughlin Dr. S.W. 8-1317
 Dorothy Daugherty 4416 Longworth St Lawrence Li 5-0060
 Shirley Sloan 7533 E 34th Pl. Li 7-9547
 Virginia Humphreys R #2 Pendleton Indiana 779-2267
 Marie Bryant 1949 Mayfair Dr. 253-2598
 Patricia Brown 416 E. 26th St.
 Davies Jones 3830 N. Harvard Ave 8920806
 June Lawrence 337 S. Pauline 897-1372
 Rose Mary Lawrence 337 S. Pauline 897-1372

at this meeting the prez. of REIU said
 they only formed their union to keep out I.E.
 Virginia, of REIU said the Company couldn't
 give any raise.

10-21-65

Name	Address	Phone
Glenn Morrow	Box 161 McCardville Ind.	
Wesley Shupel	5905 Village Plaza	359-0575
Donna Daugherty	4418 Longworth St	Li 5-0068
Chad Sloom	7538 E 34 th Pl	717-9547
Ed Martin	3757 Hartman Dr	
Ed Martin	8212 Laughlin Dr.	J.W. 8-1317
Ed Brown	Box 348 RR 12 Indianapolis	VA 3-4330
Ed Brown	1217 W. 91 st St	923-3871
Ed Barlow	3506 Caroline Ave	925-9539
Ed Ruler	6173 Woodlawn	416-5477
Ed Ruler	2537 1/2 Green	
Ed Durbin	2712 S. Collins	Ch 4-3571
Ed Deiner	3838 n. Hawick Ave	898-0806
Ed Lepton	H. Perry Harrison Trailer Est Box 1A	Li 6-9211 ext 2747
Ed Cobb	8543 Montoy Road	TW 8-4220
Ed Thompson	909 Lewis Drive Fortville Indiana	
Ed Sheffer	6034 E. Greenwood Ave.	ST. 4-9517
Ed Lawrence	337 South Benton	897-1372
Ed Dargatzis	Box 177, N. Cordville	335-2161
Ed Sparks	8810 Penitence, Pike	897-0311
Ed Sparks	3542 Janet Dr.	547-6825
Ed Rader	1919 E 25 th St	923-3180

Regering 11-3-65

Death Dargatz, 1410th L-5-0060
Hilary Dargatz 2510 L. Calligraph. 01-05
E. in Dargatz 1900 n. Foster Co. T. 12. 12
Hilary Dargatz 845 n. Station on 12-12
Hilary Dargatz RA 2 0754-01 11-12
Hilary Dargatz 1700 n. Cordville. Ind
Hilary Dargatz 5105 V. 12-12 11-12
Hilary Dargatz 8212 Dargatz 11-12
Hilary Dargatz
Hilary Dargatz 294-1072
Hilary Dargatz 3540 Dargatz 517-1135
Hilary Dargatz 3501 Caroline 905 9039
Hilary Dargatz 8112 Dargatz 890-0311
13

STATE OF INDIANA

ss:

COUNTY OF MARION

AFFIDAVIT

I, Rosemary Lawrence, being duly sworn hereby depose and say: I live at 333 South Routiers, Indianapolis, Indiana.

The company terminated 39 girls on November 12, 1965 and kept about 50. We got no advance notice until the day before the ~~election~~ when a group of us girls went into Mr. Berner's office to ask him if there was going to be a layoff. We had heard rumors of one and we wanted to find out. He said there was going to be a big layoff the following day. He said it was because they were changing over to Avionics and that some of us would qualify for being kept. He said they would go by seniority, adaptability, attendance, and job performance. He said it was left up to Mrs. McGraw to pick the girls who got to stay. He said they might hire in January, but we would not be recalled if we were terminated. I was laid off in November 1964 until February 10, 1965. They went by seniority alone when they laid off in November. This time the company has laid off most of the old employees and kept the new ones, some of whom have only been there two or three months. Bea Fee was only there two or three months and was a worker in sub-assembly and packing. I don't believe she ever worked on the line.

I have read the above statement and say it is true. Mr. Berner told us on November 11 that we could fill out an application if we wanted to, but hiring would be on the basis of qualifications.

Rosemary Lawrence
Rosemary Lawrence

Subscribed and sworn to before me at Indianapolis, Indiana on December 23, 1965.

Charles R. Wolfe
Charles R. Wolfe
Compliance Officer
25th Region
National Labor Relations Board

25-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No.

GC 44A-B

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of

Date

Witness

Reporter

No. Pages 5

I hereby request and acknowledge receipt of a copy of my
affidavit given before Board Agent Wolfe
on December 21, 1965 in connection with
Case No. 25-CA-2381.

Rosemary Lawrence
(Signature of Affiant)
Rosemary Lawrence

December 21, 1965
(Date of Request)

25-CA-2347/2384

Disposition

Identified

Received

Rejected

STATE OF INDIANA

SS

COUNTY OF MARION

AFFIDAVIT

In the matter of

Date

Witness

Reporter

No. Pages

I, Rose Mary Lawrence, being duly sworn hereby depose and say: I live at 337 South Routiers Street, Indianapolis, Indiana. My phone is 897-1372. I have been working for Regency for 15 months. I am an expert line assembler.

Some of us girls started talking about we wanted a union and my mother Irene Lawrence made an appointment for us with Mr. Rutherford at the IUE office on September 2, 1965. Sixteen of us attended this meeting and signed cards for the union.

The 7th of September, Mr. Berner called a meeting of all the employees in plant #1 in the morning. He read us a letter he had received from Mr. Rutherford and then he said that if we wanted a union to make sure it was the right union. He asked why not form a union among the Regency people, but said that he would recognize any union we wanted. He also said that if the IUE got 51% of the union cards signed there would not be an election and we would belong to the IUE for the rest of our lives. He said he didn't know why we thought we needed a union because we had not needed one in the past and he could see no reason for it. He was not mad at this meeting like he was at a later meeting. When he read the letter from Mr. Rutherford was the first time he told us he was moving out the monitor radics to North Carolina and bringing in the avionics division. He said the new work would be class "A" assembly and some would be class "B", and there would be plenty of work but we would have to be qualified to do the work.

On September 8, a group of about 13 of us girls were talking about a grievance committee because Eva Elmore had mentioned they had had one where she had worked before and it has been good. The whole group of us went into Mr. Guncelman's office that afternoon. He is the vice-president. At least he is over production. We told him we were interested in getting grievance committee. He said that as far as he was concerned it was fine and he thought that something could be worked out if that was what we wanted. He said that he would tell Mr. Berner and then we could talk to Mr. Berner about it.

On September 9, 1965, the group of us went in to see Mr. Berner in the afternoon for about two hours. We were paid for the time we spent in his office and the production just sat still while we were gone. His lawyer was with him. We started asking Mr. Berner about the grievance committee. He said that if we wanted a company union he thought it could be worked out. We told him that we didn't want a company union but just a grievance committee. He talked about a lot of grievances we had and every time we would mention the grievance committee he would talk about how good it would be to have a company union. He said that if we wanted to have a company union we would have to get a lawyer of our own and he would do all that was necessary to form a union like that. We kept saying we didn't want a company union but just a grievance committee but he paid no attention. None of the people in that meeting were people who later formed the REIU as far as I can recall. One of the girls asked him what he would do if she wore in a union button. He said that he wouldn't do anything but that if he was her he would wait a few days.

There was an IUE meeting on the night of September 9. On September 10 at about 11:30AM Mr. Berner again called all the employees in both plants together in plant #1. He was mad and he said that he had been slandered and had been called everything from an alcoholic to a wife-beater at the IUE meeting. He said that it had been said at the IUE meeting that he would close the plant and move to leave town if a union came in and it was not true. My mother, Irene Lawrence, started to say that it had not been said at the IUE meeting. Mr. Berner said, "Shut up, I'm talking now." He went on to say that while 13 girls were in the office at our plant another group was also in the office at the avionics plant talking about a company union.

R M. Lawrence

*uB
Ge*

Berner said that he did not know why we hated him so much. He told us that we had not put out production that week and he wanted us to go back and get production and he wanted good radios. He then turned and walked away. I don't recall seeing his lawyer at that meeting.

I don't know how the REIU got stabbed. All I know is that one day we went in and their literature was around. After that we started putting IUE literature out in the plant. Mrs. McGraw, personnel director, went out and ~~didn't~~ picked up some of our literature but never picked up any REIU literature even though it was still laying around when she picked up ours.

The next day after Mr. Berner made his second speech there was a petition going around for a company union. Fred Day, machinist, started that paper. Some of the girls signed it and later asked him to take their names off it so he got mad and tore it up. I did not see this but that is what I heard. While this petition was circulating, Aliene Stock, group leader, asked me if I had signed the petition and I told her no and that if they were going to have company union I would rather stay the way we were because we would be better off. She then said that if ~~the IUE came in~~ the IUE came in Mr. Berner would close the plant, I told her that was not true because Mr. Berner had told us he would not move the plant. Aliene was in packing as a group leader but don't know what her duties were. She is hourly paid and cannot hire or fire as far as I know. I don't think any of the group leaders can let people go home on their own.

I was called into Ginzelman's office on September 30 and he accused me of starting a rumor that the company was searching cars for stolen radios. I told him it wasn't true and he called in Alice Dostin and she said that I had started this rumor. This was not true because she started it. Carolyn Ginzadl knew that Alice started the rumor but when I asked Mrs. McGraw to talk to Carolyn she said she would but when I went in to the office with Mr. Ginzelman and Mrs. McGraw they refused to talk to Carolyn on the ground they couldn't talk to everybody that had witnessed when things like this came up because if they did they would never get to the bottom of anything. I asked Ginzelman if that would be held on my records and he said it would be up to Mrs. McGraw and she told me that as far as she was concerned it would. Mr. Ginzelman had earlier told me to consider this as a warning and you can be fired for three warnings and therefore I did not want it on my record, especially since I had not said it.

"Two or three days before my mother had got fired she was in Mrs. Montague's office for most of the morning. At noon I went in to see what was going on. She and I and McGraw talked about several things. Mrs. McGraw brought it up that people were being slandered and the union was causing a little friction between everybody and that she did not like it that we had put something on one of our leaflets about "apple polishers" and that was why she had gathered them out of the restrooms and off the lunchtables. She said she didn't see any cots laying around. We then started talking about a rumor that at an IUE meeting colored people were referred to as "niggers". We told her that was not true. McGraw said she had heard that phrase was used in a union meeting. My mother told her that some of the colored people working there were among her best friends so why would the people use such a phrase.

I was sitting near my mother when she was fired. Larry Bright, foreman, went to mother and asked her if she would come into the office and talk to him and Mrs. McGraw. She said, "No, Larry, I can't go through that again today. I will go if you'll let me call my union representative first." He said, "O.K.", and turned around and went back to the office. The next thing I know Larry, Berner and McGraw came out to where mother was working and Mr. Berner said, "Irene Lawrence." She looked up and said, "Yes, Sir." He said, "Did you refuse to come to the office to see me?" She said, "I did not refuse to come and see you, I refused to come and talk to Mrs. McGraw anymore without my union representative." He had his back to me and he must have told her she was fired because she said, "For what?" He said, something about "racial" but I didn't catch it all. She again said, "For what?" and he evidently told her again but I didn't hear what he said. She said "Well, you'll have to prove it first." I have not heard a word out the company about my mother's discharge since that time.

I have read the above statement of 3 typed pages and say it is true.

Rose Mary Lawrence
Rose Mary Lawrence

Subscribed and sworn to before me at Indianapolis,
Indiana on November 9, 1965.

Clair Rivers
Board Agent
National Labor Relations Board

Regency ELECTRONICS, INC.

7900 PENDLETON PIKE, INDIANAPOLIS, INDIANA 46226 TEL. (A.C. 317) 547-2581

EMPLOYMENT MEMO

6/23/66

TO QUALIFIED FORMER EMPLOYEES:

We are in need of additional production personnel for a line slated to open July 11, 1966.

If you are interested in returning to Regency, please report to the 7900 Pendleton Pike office June 28, 1966 from 9 to 11:00 A.M. or 1 to 3:00 P.M.

Edrum

PUBLIC RELATIONS & PERSONNEL DIRECTOR

25TH REGION
INDIANAPOLIS

11:6 AM 02 JUN 66

Case No. *35-CA-2347-2384*

OFFICIAL EXHIBIT No. *GC 45*

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of *Regency Electronics*

Date *7/1/66*

Witness *James*

Reporter *John*

No. Pages *1*

NLRB
25TH REGION
INDIANAPOLISUNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

'65 OCT 18 CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.	DO NOT WRITE IN THIS SPACE	
	Case No.	25-CA-2547
	Date Filed	October 18, 1965

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

NAME OF EMPLOYER Regency Electronics, Inc.	NUMBER OF WORKERS EMPLOYED 140
ADDRESS OF ESTABLISHMENT (Street and number, city, zone, and State) 7900 Pendleton Pike Indianapolis, Indiana	TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.) Factory Identify principal product or service Radios

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (A), subsections (1) and 2 and 3, of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

The above named Employer has suggested, encouraged, and sponsored, with intent to dominate an Independent Labor Organization known as the "Regency Employees Independent Union".

The above named Employer has discriminated against IUE supporters by moving them to lower paying jobs.

Members of management have coerced and intimidated IUE supporters by advising them to not wear IUE badges for a given length of time, and advising them to not attend IUE meetings.

By these and other acts the above named Employer has violated Section 8a 1, 2, and 3 of the act.

Cg to Bd

10-18-65

///

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)
International Union of Electrical, Radio, and Machine Workers, AFL-CIO

4. Address (Street and number, city, zone, and State) 2138 E. 52nd. St., Indianapolis, Indiana	Telephone No. CL-3-1571
5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization) As Above	

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Earnest J. Rutherford
(Signature of representative or person filing charge)Earnest J. Rutherford
Field Representative

October 15, 1965

(Date)

(Title, if any)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
U.S. GOVERNMENT PRINTING OFFICE: 1955-O-345170

NLRB 501-505

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARDA M E N D E D

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.		DO NOT WRITE IN THIS SPACE	
		Case No. 25-CA-2347	Date Filed November 1, 1965
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
NAME OF EMPLOYER REGENCY ELECTRONICS, INC.		NUMBER OF WORKERS EMPLOYED 140	
ADDRESS OF ESTABLISHMENT (Street and number, city, State, and ZIP code)		TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.) Factory	
7900 Pendleton Pike Indianapolis, Indiana		Identify principal product or service Radios	
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.			
2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)			
On or about October 20, 1965, the above-named Employer discharged Irene Lawrence because of her membership and activities on behalf of International Union of Electrical, Radio and Machine Workers, AFL-CIO, a labor organization.			
Since on or about September 2, 1965, the above-named Employer had discriminated against supporters of the International Union of Electrical, Radio and Machine Workers, AFL-CIO, a labor organization, by denoting them to lower paying jobs.			
Since on or about September 3, 1965, and continuing to the present date, the above-named Employer has encouraged, sponsored, dominated, and contributed financial and other support to the "Regency Employees Independent Union".			
By the acts, and other acts and conduct, the above-named Employer, by its officers, agents, and employees, has interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed under Section 7 of the Act.			
3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number) International Union of Electrical, Radio, and Machine Workers, AFL-CIO			
4. Address (Street and number, city, State, and ZIP code) 2158 East 52nd Street, Indianapolis, Indiana		Telephone No. CL 3-1571	
5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization) As above			
6. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By <u>Earnest J. Rutherford</u> (Signature of Representative or person filing charge)			
<u>Oct. 29, 1965</u> (Date)		<u>Field Rep.</u> (Title, if any)	
WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)			

NLRB
25TH REGION
INDIANAPOLISUNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

30 CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.	DO NOT WRITE IN THIS SPACE
	Case No. 25-CA-2384 Date Filed November 30, 1965

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

NAME OF EMPLOYER REGENCY ELECTRONICS, INC.	NUMBER OF WORKERS EMPLOYED 140
ADDRESS OF ESTABLISHMENT (Street and number, city, zone, and State) 7900 Pendleton Pike Indianapolis, Indiana	TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.) Factory Identify principal product or service Radios

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about November 12, 1965 the above named employer laid off the below named employees because of their membership and activities on behalf of the International Union of Electrical, Radio & Machine Workers, AFL-CIO, a Labor Organization. (See attached list for names, addresses, etc.)

On or about October 20, 1965, the above named Employer discharged Irene Lawrence because of her membership and activities on behalf of International Union of Electrical, Radio and Machine Workers, AFL-CIO, a labor organization.

Since on or about September 2, 1965, the above named Employer had discriminated against supporters of the International Union of Electrical, Radio and Machine Workers, AFL-CIO, a labor organization, by demoting them to lower paying jobs.

Since on or about September 3, 1965, and continuing to the present date, the above named Employer has encouraged, sponsored, dominated, and contributed financial and other support to the "Regency Employees Independent Union."

By the acts and other acts and conducts, the above Employer, by its Officers, Agents and employees, has interfered with, restrained, and coerced its employees in the exercised of their rights guaranteed under Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

International Union of Electrical, Radio and Machine Workers, AFL-CIO

4. Address (Street and number, city, zone, and State)

2138 E. 52nd Street, Indianapolis, Indiana 46202

Telephone No.

253-1571

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

As Above

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Earnest J. Butcher
(Signature of representative or person filing charge)Nov. 23, 1965
(Date)Field Rep.
(Title, if any)

JA 232

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE

PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

U.S. GOVERNMENT PRINTING OFFICE: 1965-O-348170

GPO 242-144

(11m)

NAME	ADDR	PHONE	DATE OF HIRE
Rothy L. Daogherty	4410 Longworth	545-0060	9-27-62
Patricia Fox	1139 S. Bradley	357-6174	12-2-64
Elise Prince	3830 N. Harvest Ave.	898-0860	8-24-63
My Cobb	8543 Monterey Road	898-8520	9-2-65
Elie Bryant	1949 Mayfair	253-2598	9-23-63
Anna Morrow	Box 161, McCordsville		5-12-64
Carolyn Grizzel	5905 Village Plaza, N. Dr.	359-0575	7-6-64
Elmore	Box 348, RR # 12, Indianapolis	823-4330	4-28-64
Henry Lawrence	337 S. Routiers	897-1372	7-28-64
Ken Stoch	5180 Clarendon Rd.	CL 3-0311	7-27-55
Johnnie Sarden	1217 W. 30th St.	923-3771	5-15-54
Is Starks	3542 Janet Dr.	547-6825	5-26-64
My Barlow	3506 Caroline	925-9539	6-5-63
Ene Carrow	RR 13, Box 238	Ti 9-2828	8-57
Elia McVay	Box 177 McCordsville	Ed 5-2161	12-16-54
Guerite Bruce	5135 N. Post Road	898-2497	

NLRE
 25TH REGION
 INDIANAPOLIS
 65 NOV 30 AM 9:08

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

AMENDED - CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.		DO NOT WRITE IN THIS SPACE	
		Case No. 25-CB-2384	Date Filed January 26, 1966
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
NAME OF EMPLOYER REGENCY ELECTRONICS, INC.		NUMBER OF WORKERS EMPLOYED 140	
ADDRESS OF ESTABLISHMENT (Street and number, city, State, and ZIP code) 7900 Pendleton Pike Indianapolis, Indiana		TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.) Factory Identify principal product or service Radio	
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (2) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.			
2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)			
On or about November 12, 1965 the above-named Employer discriminated against adherents of the International Union of Electrical, Radio, and Machine Workers, AFL-CIO, and in favor of adherents of the Regency Employees Independent Union, by discriminatorily selecting the following employees for permanent layoff because of their membership and activities on behalf of International Union of Electrical, Radio, and Machine Workers, AFL-CIO:			
Barlow, Betty Bruce, Marguerite Bryant, Maria Jane Carrow, Irene G. Cobb, Mary C. Coomes, Imogene Daugherty, Dorothy L. Dunahoo, Glenna Dunn, Geneva Elmore, Eva G.	Fox, Patricia Grizzel, Carolyn Hawkins, Lillian Kunkowski, Ellen Lanham, Betty J. Lawrence, Rose M. Lowe, Marjorie E. McVay, Alelia A. Morrow, Glenna Prince, F. Louise	Richards, Mary E. Sarden, Johnnie Sexton, Mary C. Shaffer, Fern G. Shelton, Sandra E. Sparks, Mary E. Starks, Louis A. Stock, Mable A. Vaughn, Ruby L. Woods, Jacquelyn K.	
By the above acts and by other acts and conduct, the above-named Employer, by its officers, agents and employees, has interfered with, restrained and coerced its employees in the the exercise of the rights guaranteed in Section 7 of the Act.			
3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number) International Union of Electrical, Radio, and Machine Workers, AFL-CIO			
4. Address (Street and number, city, State, and ZIP code) 2138 E. 52nd Street, Indianapolis, Indiana 46202		Telephone No. 253-1571	
5. Full Name of National or International Labor Organization of Which It is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization) As Above			
6. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By <u>W. J. Wright</u> District Director			
<u>1/26/66</u> (Date)			

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

JA 234

96-36
JAN 28 1966
NLRB
INDIANAPOLIS
REGION 10
OFF 004-910

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

REGENCY ELECTRONICS, INC.

and

Case No. 25-CA-2384

INTERNATIONAL UNION OF ELECTRICAL,
RADIO, AND MACHINE WORKERS, AFL-CIO

and

~~REGENCY EMPLOYEES~~ INDEPENDENT UNION

Party of Interest

COMPLAINT AND NOTICE OF HEARING

It having been charged by International Union of Electrical, Radio, and Machine Workers, AFL-CIO, herein called the Union, that Regency Electronics, Inc., herein called Respondent has engaged in, and is engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 519, herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director for the Twenty-fifth Region, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations - Series 8, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1. (a) The original charge was filed by the Union on November 30, 1965, and served on Respondent by registered mail on or about November 30, 1965.

(b) The amended charge was filed by the Union on January 26, 1966, and served on Respondent by registered mail on or about January 26, 1966.

2. (a) Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of Indiana.

(b) Respondent, during the past twelve months, which period is representative of all times material herein, manufactured, sold, and shipped from its Indianapolis, Indiana, location, finished products valued in excess of \$50,000 to points outside Indiana.

(c) During the past twelve months, Respondent, in the course and conduct of its business operations, purchased and caused to be transferred and delivered to its Indianapolis, Indiana, location, goods and materials valued in excess of \$50,000 which were transported to said location directly from States other than the State of Indiana.

(d) Respondent is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

3. The Union and Regency Employees Independent Union herein called the Independent each are and have ^{been} labor organizations within the meaning of Section 2(5) of the Act.

4. At all times material herein, the following-named persons occupied positions set opposite their respective names, and have been and are now agents of the Respondent at its Indianapolis plant, acting on its behalf, and are supervisors within the meaning of Section 2(11) of the Act:

(First name unknown) McGraw	Personnel Director
Dwayne Berner	President
(First name unknown) Genzelman	Vice-President

5. (a) On or about November 12, 1965, Respondent did permanently layoff and/or discharged, and thereafter failed and refused and continues to fail and refuse to recall, rehire, reemploy or reinstate its employees named below:

Barlow, Betty	Fox, Patricia	Richards, Mary E.
Bruce, Marguerite	Grizzel, Carolyn	Sarden, Johnnie
Bryant, Marie Jane	Hawkins, Lillian	Sexton, Mary C.
Carrow, Irene G.	Kunkowski, Ellen	Shaffer, Fern G.
Cobb, Mary C.	Lanham, Betty J.	Shelton, Sandra K.
Coomes, Imogene	Lawrence, Rose M. ^{McGraw}	Sparks, Mary E.
Daugherty, Dorothy L.	Lowe, Marjorie E.	Starks, Lois A.
Dunahoo, Glenna	McVay, Alelia A.	Stock, Mable A.
Dunn, Geneva	Morrow, Glenna	Vaughn, Ruby L.
Elmore, Eva G.	Price, F. Louise	Woods, Jacquelyn K.

(b) Respondent did permanently layoff and/or discharged and thereafter failed and refused, and continues to fail and refuse to recall, rehire, reemploy or reinstate the employees referred to and/or named above in paragraph 5(a):

(1) because said employees formed, joined, or assisted the Union, and sought to bargain collectively through representatives of their own choosing, and engaged in other concerted activities for the purposes of collective bargaining or mutual aid or protection; and because they failed to join or assist the Independent.

6. By the acts described above in paragraph 5, and by each of said acts, Respondent did dominate or interfere with the formation or administration of a labor organization, or contributed financial or other support to it, and thereby did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(2) and Section 2(6) and (7) of the Act.

7. By the acts described above in paragraph 5, and by each of said acts, Respondent did discriminate, and is discriminating, in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in the Union, and thereby encouraging membership in the Independent, and thereby did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

8. By the acts described above in paragraphs 5 through 7, and by each of said acts, Respondent did interfere with, restrain and coerce, and is interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

9. The acts of Respondent described in paragraphs 5 through 8, above, occurring in connection with the operations of Respondent described in paragraph 2, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

10. The acts of Respondent described above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(1), (2), and (3) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 16th day of February, 1966, at 10:00 a.m. (CDST) at the Board's Hearing Room, Sixth Floor, ISTA Center, 150 West Market Street, Indianapolis, Indiana, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to said Complaint within ten (10) days from the service thereof and that unless it does so, all of the allegations in the Complaint shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

DATED AT Indianapolis, Indiana, this 27th day of January, 1966



WM. T. LITTLE
Regional Director
NATIONAL LABOR RELATIONS BOARD
Region Twenty-five
Sixth Floor, ISTA Center
150 West Market Street
Indianapolis, Indiana 46204

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

REGENCY ELECTRONICS, INC.

and

Case No. 25-CA-2347

INTERNATIONAL UNION OF ELECTRICAL, RADIO,
AND MACHINE WORKERS, AFL-CIO

and

REGENCY EMPLOYEES INDEPENDENT UNION

Party of Interest

COMPLAINT AND NOTICE OF HEARING

It having been charged by International Union of Electrical, Radio, and Machine Workers, AFL-CIO, herein called the Union, that Regency Electronics Inc., herein called Respondent has engaged in, and is engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 519, herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director for the Twenty-fifth Region, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations - Series 8, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1. (a) The original charge was filed by the Union on October 18, 1965, and served on Respondent by registered mail on or about October 19, 1965

(b) The amended charge was filed by the Union on November 1, 1965, and served on Respondent by registered mail on or about November 1, 1965.

2. (a) Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of Indiana.

(b) Respondent, during the past twelve months, which period is representative of all times material herein, manufactured, sold, and shipped from its Indianapolis, Indiana, location, finished products valued in excess of \$50,000 to points outside Indiana.

(c) During the past twelve months, Respondent, in the course and conduct of its business operations, purchased and caused to be transferred and delivered to its Indianapolis, Indiana, location, goods and materials valued in excess of \$50,000 which were transported to said location directly from States other than the State of Indiana.

(d) Respondent is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

3. The Union and Agency Employees Independent Union herein called the Independent each are and have labor organizations within the meaning of Section 2(5) of the Act.

4. At all times material herein, the following-named persons occupied positions set opposite their respective names, and have been and are now agents of the Respondent at its Indianapolis plant, acting on its behalf, and are supervisors within the meaning of Section 2(11) of the Act:

(First name unknown) McGraw	Personnel Director
Dwayne Berner	President
(First name unknown) Genzelman	Vice-President

5. Since on or about April 18, 1965, and continuing to date, Respondent at its Indianapolis plant has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of rights guaranteed in Section 7 of the Act, by the following acts and conduct:

(a) On or about September 9, 1965, by its officer and agent Dwayne Berner, warned Respondent's employees against displaying or wearing insignia or badges showing or indicating their support of or membership in the Union, and threatened its employees with reprisals for violation of such warning.

(b) On or about September 10, 1965, by its officer and agent, Dwayne Berner, gave Respondent's employees the impression of prior surveillance of their union activities engaged in for the purpose of collective bargaining or other mutual aid or protection.

(c) On or about September 7, 1965, Respondent, by its officer and agent Dwayne Berner, threatened to transfer work to other plants and to reclassify work if its employees supported the Union and because they assisted the Union and had engaged in other Union and concerted activity for collective bargaining and other mutual aid or protection.

(d) On or about September 9, 1965, Respondent, by its agent Dwayne Berner, promised employees Respondent would grant unspecified benefits and concessions if its employees would abandon the Union and in order to induce them to do so.

(e) On or about September 7, 8 and 9, 1965, Respondent, by its officer and agent, Dwayne Berner, suggested, instructed and advised Respondent's employees to form a Grievance Committee or Company Union to bargain with Respondent concerning hours of work, wages and working conditions.

6. On or about September 7, 1965 and at all times since by the conduct described in paragraph 5, 6 and 7 hereof Respondent has dominated or interfered with the formation or administration of the Independent and contributed financial and other support to it.

7. (a) On or about October 20, 1965, Respondent did discharge Irene Lawrence, employee of said Respondent, employed at the Indianapolis plant.

(b) Since the date of discharge referred to above in paragraph 7(a), Respondent has failed and refused, and continues to fail and refuse, to reinstate, recall or rehire said employee to her former or substantially equivalent position of employment.

(c) Respondent did discharge and failed and refused and continues to fail and refuse to reinstate, recall, or rehire the said Irene Lawrence, the employee referred to above in paragraph 7(a) and (b), because she assisted the Union and engaged in other union and concerted activity for collective bargaining and other mutual aid or protection.

8. By the acts described above in paragraphs 5, 6, and 7, and by

Respondent
each of said acts, did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

9. By the acts described above in paragraphs 5, 6, and 7, and by each of said acts, Respondent did dominate or interfere with the formation or administration of a labor organization, or contributed financial or other support to it, and thereby did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(2) and Section 2(6) and (7) of the Act.

10. By the acts described above in paragraph 7, and by each of said acts, Respondent did engage in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

11. The acts of Respondent described in paragraphs 5 through 10, above, occurring in connection with the operations of Respondent described in paragraph 2, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

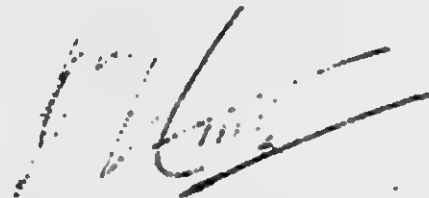
12. The acts of Respondent described above constitute unfair labor practices affecting commerce within the meaning of Section 8(a)(1), (2), and (3) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 16th day of February, 1966, at 10 a.m. (CDST) at the Board's Hearing Room, Sixth Floor, ISTA Center, 150 West Market Street, Indianapolis, Indiana, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with

the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to said Complaint within ten (10) days from the service thereof and that unless it does so, all of the allegations in the Complaint shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

DATED AT Indianapolis, Indiana, this NOV 30 1965



WM. T. LITTLE
Regional Director
NATIONAL LABOR RELATIONS BOARD
Region Twenty-five
Sixth Floor, ISTA Center
150 West Market Street
Indianapolis, Indiana 46204

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

REGENCY ELECTRONICS, INC.

and

INTERNATIONAL UNION OF ELECTRICAL,
RADIO, AND MACHINE WORKERS, AFL-CIO

and

REGENCY EMPLOYEES INDEPENDENT UNION

Party of Interest

Case No. 25-CA-2347

and

Case No. 25-CA-2384

AMENDMENTS TO COMPLAINTS

The undersigned Regional Director of Region 25 hereby amends the Complaint issued in Case 25-CA-2347 on November 30, 1965, and the Complaint issued in Case No. 25-CA-2384 on January 27, 1966, which Complaints were consolidated for hearing on January 27, 1966, as follows:

1. By adding as paragraphs 7(d) and (e) to the Complaint in Case No. 25-CA-2347:

(d) On or about October 18, 1965, the Respondent demoted and reduced the wages of Irene Lawrence, employee of Respondent, employed at the Indianapolis plant.

(e) Respondent did demote Irene Lawrence and reduce her wages because she assisted the union and engaged in other union and concerted activity for collective bargaining and other mutual aid or protection.

2. By adding as paragraph 1(c) to the Complaint in Case No. 25-CA-2384:

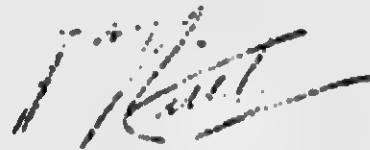
(c) The second amended charge was filed by the union on June 17, 1966, and served on Respondent by registered mail on or about June 17, 1966.

3. By adding the following name to paragraph 5(a) of the Complaint in Case 25-CA-2384:

Banks, Mary

You are hereby notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the above Amendments to Complaints within ten (10) days from the service thereof and that unless it does so, all of the allegations in the Amendments to Complaints shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

DATED AT Indianapolis, Indiana this 21st day of June, 1966.



Wm. T. Little
Regional Director
National Labor Relations Board
Region Twent-five
Sixth Floor, ISTA Center
150 West Market Street
Indianapolis, Indiana 46204

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

LEGACY ELECTRONICS, INC.

and

INTERNATIONAL UNION OF ELECTRICAL
RADIO, AND MACHINE WORKERS, AFL-CIO

and

LEGACY EMPLOYEES INDEPENDENT UNION

Party of Interest

CASE NO. 25-CA-2347

CASE NO. 25-CA-2384

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. GC 1AAA

Disposition

Identified ☒

Received ☒

Rejected ☐

LEGACY IS AWARE OF COMPLAINT the matter of Legacy Electronics
Date 7/8/66 Witness --- Reporter BBT

No. Pages

1. Move to amend paragraph 6 of the Complaint in Case No. 25-CA-2347

so that it reads as follows:

"6. On or about September 7, 1965 and at all times since by the conduct described above in paragraphs 5, 6, and 7 hereof Respondent including, and through its agents and group leaders Maxine Healey, Elisabeth Riddle, Virginia Hamfleet, Vera Hollcraft, Helen Cox, Eleanor Hamler, and Irene Heningway, has demoralized or interfered with the formation or administration of the Independent and contributed financial and other support to it."

2. Amend paragraph 4 of the Complaint in Case No. 25-CA-2347; 2384 by

adding thereto the following named persons:

Maxine Healey	Group Leader
Elisabeth Riddle	Group Leader
Virginia Hamfleet	Group Leader
Vera Hollcraft	Group Leader
Helen Cox	Group Leader
Eleanor Hamler	Group Leader
Irene Heningway	Group Leader

3. Move to amend paragraph 3(a) of the Complaint in Case No. 25-CA-2384

by changing the name "Priso, F. Louise" to read "Prison, F. Louise."

Respectfully submitted,

Arthur G. Lancker

DATED at Indianapolis,
Indiana this 6th day
of July, 1966.

Arthur G. Lancker
Counsel for General Counsel
NATIONAL LABOR RELATIONS BOARD
6th Floor, IEA Center
150 West Market Street
Indianapolis, Indiana

9-9-65 volunteers
OY G. COMM.

Irene Lawrence
Mary Sparks
Rosemary Lawrence
Berma Zinsel
Helen Dunbar
Carolyn Huggel
Carolyn D. Hager
Patricia Fox
Eva Elmore
Peter Nelson
Dorise Prince
Glenn Morrow
Shirley Sloan

~~Susan Martin~~
Annette Ward. Carried
Co. petition

with
Lillian Hawkins
Elizabeth Riddle

Pat Fox, Bernar said he
knew who went to meet.

25-27-3747/2384
Case No.

OFFICIAL EXHIBIT No. G.C. 60

Disposition

Identified

Received

Rejected

In the matter of

Date 7/2/66

No. Pages 1

Regency Electronics
Witness Druggel, Reporter 287

55 Employment for Men 540 Employment Men and Women

DATE PORTUNITIES PERSONNEL!

responsibility in our personnel
an immediate need for
challenging assignments.
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SERVICES
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Employer

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intend installation of equipment
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country is changing the shape of

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A BAKER

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35% TO 45% COMMISSION
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TERRITORY

A PERMANENT repeat
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high income on a permanent
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and Wednesday.

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for these men with proven selling
background as well as for those
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weekly selling for a national com-
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home days at a time or having to
do your own prospecting. Men ap-
plying should be between 24 and
35 years of age and have good run-
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like waiting a week or two for
your money? Do you like paying
your taxes in an lump sum at the
end of the year?

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submitted to us by your customers
with their approval. Our girl calls
and sets the appointments. They
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you or we work in a 35-mile rad-
ius of the city. You can get paid
usually one day after the sale is
written. We withhold taxes and S.S.

Any good salesman will make
money if he talks to the people.
We will see that you see the pos-
sibility. 15 Hours weekly will earn you
\$200, 30-40 E. 42nd.

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Needed—a sincere, capable sales-
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Call only on qualified, ready pros-
pects who have written directly to
us inquiring about our services. A
real natural for a good salesman.
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Indianapolis furnished. Excellent in-
come assured to men 1 hire who
will enjoy high earnings from the
current educational boom. Firm
established 1958, D. B. AAA-1. Ac-
credited N. M. S. C. Great oppor-
tunity for men married, over 26,
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to discuss your potential and in-
come, call me at the SHERATON-
LINCOLN HOTEL, 634-1361, Mon-
Tues. or Wed., after 10 a.m.

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Salesmen—Over 28

National Manufacturer of Sanitary
Maintenance Products has good
opening for a young man to make
a lasting sales connection cover-



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You get big pay and rapid
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AGENTS, COMMUNICATION-
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ARDESSES. Preliminary prepa-
ration need not interfere with
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graduates, 17 to 28, work if
you can qualify. For full in-
formation phone Mrs. Mink.
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We will be opening a new store
soon and will need people who are
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SALES
CASHIERS
PORTER

We offer group insurance plus ma-
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Jan. 31, to Mr. Wegener.

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Apply to managers at the following
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BROAD RIPPLE KNIFE AND FORK
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KNIFE AND FORK
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CIRCLE FOUNTAIN

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Excellent retirement program.

Flook's
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Saturdays or 15 hrs. a week will
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Expert, men's clothing. Full time
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requires minimum between ages 20-
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and high degree of dexterity. Must
have own transportation. Please bring birth
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Apply in person 8 to 4 p.m. Monday
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REGENCY ELECTRONICS INC.
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An equal opportunity employer.
BABYSITTER, days, even, holidays

25-CA-2309/2338 OFFICIAL EXHIBIT No. 60 6A

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/14/66 Where 7 Reported 657

No. Pages / JA 248

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

REGENCY ELECTRONICS, INC.

and

Case No. 25-CA-2384

INTERNATIONAL UNION OF ELECTRICAL
RADIO AND MACHINE WORKERS, AFL-CIO

and

Case No. 25-CA-2347

REGENCY EMPLOYEES INDEPENDENT UNION

25-CA-2347/2384

OFFICIAL EXHIBIT No. GC 71

Party of Interest

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/24/66 Witness [Signature] Reporter [Signature]
No. Pages 9

OFFER OF PROOF

Counsel for the General Counsel offers to prove that if Rosemary Lawrence Browning were permitted to testify that she would testify as follows;

1. That she gave Mary V. Banks a blank I.U.E. authorization card in the lunch area of Respondent's 7900 Pendleton Pike plant during lunch break; that Mary V. Banks placed her signature on this card in the presence of Rosemary Lawrence Browning and returned the card to Rosemary Lawrence Browning; that Rosemary Lawrence Browning subsequently signed her maiden name (Rosemary Lawrence) on the back of this card; and that the card which Mary V. Banks filled out and signed and which Rosemary Lawrence Browning signed on the back is the same card which has been received in evidence as General Counsel's Exhibit 42-1. Rosemary Lawrence Browning would further testify that Mary V. Banks signed General Counsel's Exhibit 42-1 prior to Mary V. Banks' termination on November 12, 1965, and on a week day of the week in which Mary V. Banks was terminated.

2. That she gave Marguerite Bruce an I.U.E. authorization card in the lunch area of Respondent's 7900 Pendleton Pike plant during lunch break; that Marguerite Bruce signed and dated this card in the presence of Rosemary Lawrence Browning and returned this card to Rosemary Lawrence

Browning; that Rosemary Lawrence Browning subsequently signed her maiden name (Rosemary Lawrence) on the back of this card; and that the card which Margarita Bruce signed and dated and which Rosemary Lawrence Browning signed on the back is the same card which has been received in evidence as General Counsel's Exhibit 42-3.

3. That on an unknown date in 1965, she accompanied several fellow employees to Respondent's Franklin Road plant during lunch break; that while at Respondent's Franklin Road plant, Dorothy Dougherty gave her an I.U.E. authorization card with Dorothy Dougherty's signature thereon; that she subsequently signed her maiden name (Rosemary Lawrence) on the back of this card; and that the card which Dorothy Dougherty gave her and which she signed on the back is the same card which has been received in evidence as General Counsel's Exhibit 42-11.

4. That she gave Geneva Dunn a blank I.U.E. authorization card at the end of a line at Respondent's 7900 Fendleton Pike plant during lunch break; that Geneva Dunn signed and dated this card in Rosemary Lawrence Browning's presence and returned this card to Rosemary Lawrence Browning; that Rosemary Lawrence Browning subsequently placed her maiden name (Rosemary Lawrence) on the back of this card; and that the card which Geneva Dunn signed and dated and which Rosemary Lawrence Browning signed on the back is the same card which has been received in evidence as General Counsel's Exhibit 42-13. Rosemary Lawrence Browning would further testify that Geneva Dunn signed and dated General Counsel's Exhibit 42-13 on September 3, 1965.

5. That on one or more occasions prior to November 12, 1965, Glenna Morrow gave her signed and dated I.U.E. authorization cards of fellow employees in the parking lot of Respondent's 7900 Fendleton Pike plant at quitting time; that she told Glenna Morrow that the cards did not have Glenna Morrow's signature on the back; that Glenna Morrow stated that she was in a hurry and asked Rosemary Lawrence Browning to sign her (Glenna Morrow's) name on the back of these cards; that Rosemary Lawrence Browning placed Glenna Morrow's name on the back of these cards; and that the cards which Glenna Morrow gave Rosemary Lawrence Browning and on which Rosemary

Lawrence Browning placed Glenna Morrow's name are the same cards which have been received in evidence as General Counsel's Exhibits 42-18, 42-45 and 42-61. Rosemary Lawrence Browning would further testify that when Glenna Morrow gave her General Counsel's Exhibit 42-61 all the writing which appears thereon was already there except for Glenna Morrow's name.

6. That on an unknown date in 1965, Shirley Sloan gave her an I.U.E. authorization card purporting to bear the signature of Clara Jane Walton; that she subsequently noticed that this card was not dated and called Shirley Sloan and informed Shirley Sloan of this; that Shirley Sloan stated that Clara Jane Walton had signed this card on September 29, 1965; and that the card which Shirley Sloan gave her and which purported to bear Clara Jane Walton's signature is the same card which has been received in evidence as General Counsel's Exhibit 42-64. Rosemary Lawrence Browning would further testify that I.U.E. Field Representative Ernest Rutherford had instructed her that if she knew an employee had signed a card but not dated it, and if she knew the date that the employee signed the card, she should make a duplicate card and place the date that the employee signed the original card on the duplicate card. Rosemary Lawrence Browning would further testify that pursuant to Mr. Rutherford's instructions, set forth above, she made a duplicate of General Counsel's Exhibit 42-64; that she placed the date September 29, 1965, on said duplicate card; and that the duplicate of General Counsel's Exhibit 42-64 she made is the same duplicate card which has been received in evidence as General Counsel's Exhibit 42-21.

7. That on September 3, 1965, she gave Marjory Hopkins a blank I.U.E. authorization card in the lunch area of Respondent's 7900 Pendleton Pike plant during lunch break; that Marjory Hopkins signed and dated the card in Rosemary Lawrence Browning's presence and returned the card to Rosemary Lawrence Browning; that Rosemary Lawrence Browning subsequently placed her maiden name (Rosemary Lawrence) on the back of this card; and that the card Marjory Hopkins signed and dated and which Rosemary Lawrence Browning signed on the back is the same card which has been received in evidence as General Counsel's Exhibit 42-26. JA 248-C

8. That she gave a blank I.U.E. authorization card to Ellen Kunkoski; that a day or two later Ellen Kunkoski returned the card to Rosemary Lawrence Browning; that the card which Ellen Kunkoski returned was filled out except for the name, Rosemary Lawrence; that Rosemary Lawrence Browning subsequently placed her maiden name (Rosemary Lawrence) on this card; that the card which Ellen Kunkoski returned to Rosemary Lawrence Browning and which Rosemary Lawrence Browning signed on the back is the same card which is in evidence as General Counsel's Exhibit 42-32. Rosemary Lawrence Browning would further testify that she gave Ellen Kunkoski General Counsel's Exhibit 42-32 and received it back from Ellen Kunkoski prior to Ellen Kunkoski's termination on November 12, 1963.

9. That she gave a blank I.U.E. authorization card to Donald Hener after an I.U.E. meeting; that Donald Hener signed and dated this card; that Rosemary Lawrence Browning subsequently placed her maiden name (Rosemary Lawrence) on the back of this card; and that this card which Donald Hener signed and dated and which Rosemary Lawrence Browning signed on the back is the same card which is in evidence as General Counsel's Exhibit 42-34.

10. That she gave Fern Schaffer a blank I.U.E. authorization card in the lunch area at Respondent's 7900 Pendleton Pike plant during the morning break; that Fern Schaffer signed and dated this card in Rosemary Lawrence Browning's presence and returned it to Rosemary Lawrence Browning; that Rosemary Lawrence Browning subsequently placed her maiden name (Rosemary Lawrence) on the back of this card; and that the card which Fern Schaffer signed and dated and on which Rosemary Lawrence Browning signed her name on the back is the same card which is in evidence as General Counsel's Exhibit 42-48.

11. That she gave Ray Warren a blank I.U.E. authorization card; that he signed and dated this card in her presence and returned it to her; that she subsequently placed her maiden name (Rosemary Lawrence) on the back

of this card; that the card that Ray Warren signed and dated and which Rosemary Lawrence Browning signed on the back is the same card which is in evidence as General Counsel's Exhibit 42-58.

12. That she gave Mattie Lawing a blank I.U.E. authorization card; that Mattie Lawing signed and dated the card in her presence and returned it to her; that Rosemary Lawrence Browning subsequently signed her maiden name (Rosemary Lawrence) on the back of this card; and that the card which Mattie Lawing signed and dated and on which Rosemary Lawrence Browning placed her signature is the same card which is in evidence as General Counsel's Exhibit 42-62.

13. That she gave a blank IUE authorization card to Charles Smith; that this card already had her maiden name (Rosemary Lawrence) on the back of it; that Charles Smith returned this card to Lillian Hawkins; that several days later Lillian Hawkins gave this card to Rosemary Lawrence Browning; and that the card which she gave Charles Smith and that Lillian Hawkins returned to her is the same card which is in evidence as General Counsel's Exhibit 42-51.

14. That she gave Terry Stock a blank IUE authorization card; that a day or so later he returned a signed and dated card to her; that Rosemary Lawrence Browning subsequently placed her maiden name (Rosemary Lawrence) on the back of this card; and that the card which Terry Stock returned to her is the same card which is in evidence as General Counsel's Exhibit 42-63.

15. That on an unknown date in 1965 Shirley Sloan gave her IUE authorization cards which purported to bear the signatures of Lila Martin and Susan Martin; that Rosemary Lawrence Browning told Shirley Sloan that Shirley Sloan had not placed her signature on the back of these cards; that Shirley Sloan stated that she was in a rush and told Rosemary Lawrence Browning to place her (Rosemary Lawrence Browning's) signature on the back of these cards; that Rosemary Lawrence Browning subsequently placed her maiden name (Rosemary Lawrence) on the back of these cards; and that the cards which Shirley Sloan gave to Rosemary Lawrence Browning and on which Rosemary Lawrence Browning placed her signature on the back are the same cards which are in evidence as General Counsel's Exhibits 42-39 and 42-40.

16. That she gave a blank IUE authorization card to Mary Richards; that the following day Mary Richards returned a signed card to her; that Rosemary Lawrence Browning subsequently placed her maiden name (Rosemary Lawrence) on the back of this card; that later that day Rosemary Lawrence Browning discovered that Mary Richards had not placed a date on this card; that Rosemary Lawrence Browning returned this card to Mary Richards and Mary Richards placed the date of September 15, 1965, on this card; and that the card which Mary Richards signed and dated and which Rosemary Lawrence Browning signed on the

back is the same card which is in evidence as General Counsel's Exhibit 42-44. Rosemary Lawrence Browning did further testify that because Mary Richards filled out the card in pencil and subsequently added the date in ink that she decided to make a duplicate of this card and that the duplicate she made of General Counsel's Exhibit 42-44 is the duplicate card which is in evidence as General Counsel's Exhibit 42-43.

17. That she gave a blank I.U.E. authorization card to Mabel Steck at the Fortress Inn after working hours; that Mabel Steck signed this card; that Mabel Steck asked Rosemary Lawrence Browning what the date was and that Rosemary Lawrence Browning took a calendar out of her purse and told her that the date was November 9, 1963; that Mabel Steck placed the date, November 9, 1963, on this card and returned it to Rosemary Lawrence Browning; that Rosemary Lawrence Browning then placed her maiden name on the back of this card (Rosemary Lawrence) and that the card which Mabel Steck signed and dated and which Rosemary Lawrence Browning placed her name on the back of is the same card which is in evidence as General Counsel's Exhibit 42-34. Rosemary Lawrence Browning would further testify that Mabel Steck signed General Counsel's Exhibit 42-34 a day or two after Mary Banks signed an I.U.E. authorization card.

18. That she gave a blank I.U.E. authorization card to Lorna West; that Lorna West returned a signed card to her which was not dated; that Rosemary Lawrence Browning wrote the words, "Regency Elec." on the front of this card and placed her maiden name (Rosemary Lawrence) on the back of this card and that the card which Lorna West returned to her and which was signed on the back is in evidence as General Counsel's Exhibit 42-55. Rosemary Lawrence Browning would further testify that she has no knowledge of the circumstances wherein General Counsel's Exhibit 42-59 came into existence.

19. That she turned in all of the I.U.E. authorization cards that she received during the time she worked at Regency Electronics, Inc., including those mentioned above, to I.U.E. Field Representative Ernest Rutherford.

20. That she wore the IUE badge or pin, received in evidence as General Counsel's Exhibit 47, on her blouse for several days and thereafter on her coat while working at the Respondent's 7900 Fundleton Pike Plant.

21. That she wore an IUE badge or pin, received in evidence as General Counsel's Exhibit 48, every day on her blouse and thereafter on her coat while working at Respondent's 7900 Fundleton Pike Plant from approximately September 9, 1965 until she was terminated on November 12, 1965.

22. That she wore an IUE badge or pin, received in evidence as General Counsel's Exhibit 49, on her blouse and thereafter on her coat off and on while working at Respondent's 7900 Fundleton Pike Plant after the IUE filed a representation petition until she was terminated on November 12, 1965.

23. That she wore an IUE badge or pin, received in evidence as General Counsel's Exhibit 50, on her blouse and thereafter on her coat while working at Respondent's 7900 Fundleton Pike Plant from approximately September 9, 1965 until her termination on November 12, 1965.

24. That she wore an IUE badge or pin, identified as General Counsel's Exhibit 51, on her blouse or coat, while working at Respondent's 7900 Fundleton Pike Plant from a day after the IUE filed a representation petition until she was terminated on November 12, 1965.

25. That she wore an IUE badge or pin, received in evidence as General Counsel's Exhibit 52, on her blouse or coat every day while working at Respondent's 7900 Fundleton Pike Plant from approximately the third week in September 1965 until her termination on November 12, 1965.

26. That she wore an IUE badge ^{A copy of which is attached} for one day between September 2, 1965 and November 12, 1965 while working at Respondent's Fundleton Pike Plant.

Respectfully offered,

Milford R. Linsend

Milford R. Linsend
Counsel for the General Counsel

JA 248-H



HOLD HERE

3
FOLD AND INSERT FLAPS INTO SLOTS

INSERT
FLAP
HERE

INSERT
FLAP
HERE

JA 248-I



JA 248-J

Medium Head Size (BEND HERE)

EFFECTIVE SEPTEMBER 20, 1964

REMARKS:

Sub. Assembler	1.23	1.33	1.33	
Line Assembler	1.23	1.33	1.43	
Sub Assembler Exp.	1.23	1.33	1.33	1.43
Line Assembler Exp.	1.23	1.33	1.43	1.53
Inspector & Repair			1.60	
Group Leader			1.75	

25-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No. E-2

Disposition

Identified

Received

Rejected

In the matter of

Date

Regency Electronics

Witness

Reporter

No. Pages

25-CA-2347/2384

Case No.

OFFICIAL EXHIBIT No.

R-3

Disposition

Identified ☒Received ☒Rejected ☐

In the matter of

Date

No. Pages

Witness

Reporter

Regency Who?

Design an even more miniscule navcom set, and the world will beat a path to your door/by Archie Trammell

IT NEVER PAYS to underestimate the pace of progress.

FLYING recently predicted, for some far future date, a totally transistorized avionics package "no larger than a deck of cards," constructed so that if one unit should quit working, "... you'll just slip it out of the deck and deal a new one."

Out in Indiana a group of engineers at Regency Avionics read this and laughed and laughed and laughed. Then they went back to work designing for market this year an avionics package, "no larger than..."

Well, actually, quite a bit larger than a deck of cards, but much, much smaller than anything previously available. And no tubes to replace. Let's shout. No tubes!

But, before shouting, you may want to ask, "Regency who?" Regency Avionics, a division of Regency Electronics, Inc., Indianapolis, Ind.—that's who. Though new to avionics, Regency has been a respected name in communications equipment for 18 years. The company manufactures some of the top Citizen's Band comm gear on the market, as well as electronics for the Navy.

Regency Avionics came into being in January, 1964 through purchase of the Hazeltine company, which was producing a transponder, the model 505, developed under contract to FAA. In January, 1965, Regency bought Sheppard Industries of Kansas City, producers of radio crystals that go into several brands of avionics and electronics other than Regency.

Obviously the company means business with its avionics division. Already considerable money has

been spent in improving the Model 505 transponder, not to mention more than 15 months' engineering development work on a new line of navcom equipment.

And they weren't satisfied to come into avionics with simply a better mousetrap—a transistorized mousetrap. They're coming in with an entirely new concept in mousetrap packaging.

We visited the Regency engineering loft and had a close look at the equipment and a long talk with Bill Rice, young papa of the transponder at Hazeltine and now project engineer for Regency.

Although the packaging design was not complete, we saw enough to cause us to risk another prediction: you're going to like it. It's so small. And light. And cool operating.

The gear is engineered into units so that sections can be slipped out and independently serviced or replaced. Its basic setup is in four parts: a 360-channel, crystal-tuned communications receiver, a 360-channel transmitter which automatically simplexes to the receiver, a 100-channel, crystal-tuned navigation receiver, and a VOR/Localizer/Glideslope bearing selector/indicator. All are internally lighted.

Each of the four packages will be 3¼ by 1½ by 10 inches. A joke in the sales department is that the units will be shipped in old cigarette cartons, for engineering has spent so much money on development there's none left for fancy boxes.

We doubt that. But if they do, everything will fit in the carton. No extra little black boxes. No external power supplies. Everything is under the dust cover. And each unit works directly off the aircraft electrical system, regardless of voltage.

As you look at the innards of the separate units, they appear to be conventionally engineered—but with clever adaptations of transistor-age possibilities. Not a bit of space is wasted. This compactness is possible because transistors are so much cooler than tubes. The dust cover is solid. None of those little holes you're accustomed to seeing on old style avionics, for these cuties don't have to breathe.

Since so little heat is generated, current drain is low. A receiving system, we were told, will draw less than one amp. Add one to two amps for the transmitter. Rice says the transmitter is putting out 10 to 12 watts on the bench. In advertisements they'll claim eight.

And, evidently, they are not going to do a lot of hollering about "state of the art," or "all-solid-state circuitry." Rice made certain we understood that discrete, solid state components are employed throughout. No futuristic integrated circuitry.

They will, however, undoubtedly make much of weight in advertisements. Assistant sales manager S.A. Meacham told us that a double navcom system will be 30 to 40 percent lighter than a single competitive system.

What about reliability? This is certainly a risky area. Complete transistorization, etched on glass circuitry, wave soldering, all sound mighty fine. But IF (Intermediate Frequency circuitry) is a mighty big word. And reliability depends on IF. In this case it depends on whether the units are as well made as the 505 transponder. We had a look at 505s in assembly, and the workmanship was excellent.

(continued)

Regency Who? continued

"The Transponder," as it's called at Regency, is a tight little package, with much solid state circuitry. But with two tubes. One is needed to achieve that whopping 500-watt transmitter output necessary in transponders. The other is in the receiver local oscillator circuit. Rice told us he doesn't like it, but those two glass monsters just have to be. They're in everybody's transponders.

Bits and pieces we saw in the factory were neat and efficient looking; thousands of multi-colored resistors, capacitors and stuff arranged in dainty patterns on their etched glass bases. Not glass glass, incidentally, but fiberglass boards. Modular construction is used to facilitate trouble shooting and removal of various sub-circuits for repair. This will be an internal feature of the navcom units also.

We checked the soldering and it is clean, the whiskers clipped off to prevent needless current drain. And it's all U.S. Government Certified perfect; it's TSO'd.

In addition to telling the ground-bound where you are, a modern transponder will tell them who you are, in 4,096 codes with modes A and C, and how high you are, in 100-foot increments. And in addition it has exotic sounding things like side lobe and echo and spike suppression, and Lo-Sens. On the ramp or in flight a function tester checks up on the whole business to be sure it's suppressing the spikes and back-talking to FAA radar.

Cost is \$2,950 complete; receiver-transmitter, function tester, control head, antenna and cable harness. And, contrary to what you may have heard about radar transponders in general, Rice told us that the equipment can be installed easily in single-engine aircraft. Its weight is 15 pounds, give or take an ounce or so, and current drain is only three amps maximum at 14 volts. Down time should not exceed two days for the most complicated installation.

The receiver-transmitter, roughly 14 by 3½ by 7½ inches, and the function tester, 4½ by 2 by 1 inch, mount remotely. No shock mounts are necessary in general aviation category aircraft. A three-inch, wire-sized antenna hangs in the breeze below the aircraft. Control head space required is about 2-7/8 by 2-7/16 inches.

Since the transponder was the first equipment to carry the name of Regency Avionics, they've been big-brother jealous of its reputation. They have carefully selected manufacturing personnel—who will be the nucleus for expansion—and they shake, rattle, and roll every unit in

test and give the customer a personal report on how it came out. They even insisted that the first units sold be returned to the factory in the event that servicing or repairs were required so they could see for themselves what went wrong.

We had heard that the navcom systems would be TSO'd. Rice, however, said no. They'll meet TSO criteria, but Regency will give instead a full year warranty on parts and labor.

Now to the good part: the operating heads of the navcom equipment. That's the end of those 10-inch-long cartons you'll see on your panel. Each will be 3¼ inches wide by 1½ inches deep. Though we saw only mock-ups, apparently the receiver faces are going to be rather orthodox. A volume control, a frequency selector, a small read-out window between. That's all there's room for. We asked if the read-out window would be magnifying, but didn't get an answer. If not, don't forget your bifocals. It's small.

The panel face for the VOR/Loc indicator is anything but orthodox. It's excitingly unorthodox. It's the busiest 3¼ by 1½ inches you ever saw. At top is the bearing selector, horizontal and roughly similar to that of the old Narco Mark II. Directly below it will be the needle, only it's not exactly a needle. It's more a bar or pin that moves from side to side behind a rectangular glass face. Engineer Rice assured us that the travel will be equal to that of the more orthodox kind of presentation. Somewhere in there will be glideslope information.

The TO/FROM OFF presentation is really wild. Little lights: a green one for "TO," below it a red one for "OFF" and below that a yellow one for "FROM." A photo cell incorporated in the circuitry will dim them at night, or in dark cloud, but—Boy!—are you going to know you've passed over the station. Like Times Square. You'll be tempted to circle back just to watch a repeat of the show.

Surprisingly, though, the transmitter is remotely tuned from the comm receiver. Its face also appears on the radio panel. It's a complete audio switchboard. Six little switches on the mock-up operate up and down across the top to select receivers. Lower switches select transmitters or a built-in ramp hailer. A second transmitter unit can be purchased without the switchboard and mounted remotely.

At the back of the transmitter housing is room for either a glideslope receiver or a marker beacon circuit.

All four units together—360-channel navcom, indicators, audio, panel, ramp hailer, glideslope or marker—occupy no more panel space than a conventional navcom control head.

Your first thought when you hear about the uniqueness of the Regency setup is that they've gone backwards. Remember the old Collins and King and Dare units? A transmitter in this hole, a receiver head over there, a black box under here.

When you see the tight little fellers, though, a light comes on. They're so small and squared off; sort of like those building blocks we had as kids.

"Let's see," you'll think, "if I put one block here . . . one beside it . . . another block on top in the middle . . . a transmitter block back in back . . ." The possibilities are endless. We'll leave it to your imagination.

Costs? All the sales department would tell us is, that the equipment is aimed at the middle of the general aviation market and it'll be competitively priced.

"Well, when can we see it?"

That's a good question. President Berner said something about a production unit in May or June. Someone else said July. Bill Rice told us they will definitely have a test run of 25 sets in August. These will go to distributors and dealers for service evaluation, demonstration and snap training.

Everyone agreed, however, that customer deliveries will begin in September—just soon enough to meet the demand for 360 channels, which will be required for IFR flying after Jan. 1, 1966. Glideslope and marker beacon receivers will be ready by mid-Fall.

Also upcoming is an ADF, way in the future, and a hand-held, emergency transceiver. It will have 10 crystal-tuned channels in the transmitter and a vernier-turned receiver. Size will be approximately 2 by 3 by 7 inches and it will weigh under two pounds. If that sounds farfetched, it may help to know Regency built the first pocket radios and still collects royalties from the Japanese.

Regency engineers have an answer for everything. And you just can't argue with their success. We'd say you can't outpredict them either.

Over lunch, as Rice talked about his tiny portable transceiver, we opened our mouth to predict that someday someone will build an emergency VOR into a little unit that size.

Before the words came out, clairvoyant Mr. Rice said, "I've left room in my little portable for an emergency VOR someday . . ." †

J. W. York, Proprietor / Ford S. Worthy, Jr., General Manager
Claude H. Pope, Comptroller / David H. Lawrence, Rental Manager

YORK & COMPANY

410 OBERLIN ROAD / CAMERON VILLAGE / RALEIGH, NORTH CAROLINA 27605 / PHONE 919-332-3771

May 6, 1965

Case No. 25-CP-2347/2384 OFFICIAL EXHIBIT No. R-4

Disposition

Identified ☒

Received ☒

Rejected ☐

In the matter of Regency Electronics
Date 7/1/66 Witness Behner Reporter BSF

No. Pages 3

Regency Electronics, Inc.

471 Cabarrus Street

High, North Carolina

Mr. Dwayne Bomer

Memorandum

1. York is the owner of a leasehold estate of land situated on the north side of the Raleigh line between U.S. 1 and U.S. 264. Said land consists of an irregularly shaped lot measuring approximately 310 feet fronting on the north side of said service road, having a depth of approximately 400 feet and a rear width of approximately 270 feet. York owns leasehold which expires in 1948 on said lot.

It is proposed that York improve said lot with a building containing a minimum of approximately 74 square feet. The portion of building fronting on Industrial Drive including loading dock measure approximately 156 feet 8 inches and the building will have a depth of approximately 400 feet. Building will be of construction similar to that of main building on Industrial Drive in which a portion of which is leased to Kerr Wholesale Drugs, Inc. It is proposed that York lease approximately 15,200 square feet or 2/3 of building (including dock) hereinafter called PREMISES to Regency Electronics, Inc. hereinafter called REGENTEK upon the following terms and conditions.

Term: Two years commencing upon completion which shall be 120 days from the date this letter accepted by REGENTEK.

Rent: Annual rent for PREMISES shall be computed by formula as follows:

$$\text{Square foot area of PREMISES} \times \$1.00 + 23.200\% \text{ of the cost of leasehold improvements}$$

which are hereinafter defined.

23.200% represents a 5-year amortization factor at 6% interest. Rent shall be paid on a monthly basis in advance.

Taxes and insurance to be paid by York.

May 6, 1965

portion of this proposal having to do with financing of leasehold improvements by York
 subject to approval by York's banker, which approval shall be indicated to MEYROTEK as
 as it is obtained. In no event shall it exceed \$25,000.

If proposal is acceptable, please so indicate at the appropriate place on the duplicate
 and hereof and return same to us. This offer will expire if not accepted by 12 o'clock
 on May 11, 1965.

Sincerely yours,

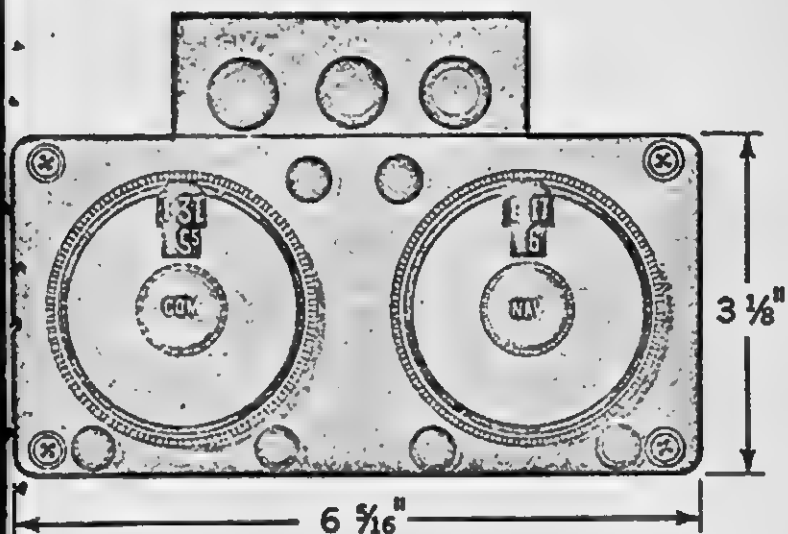
J. W. YORK, T/A
 J. W. YORK & COMPANY

Ford S. Worthing Jr.

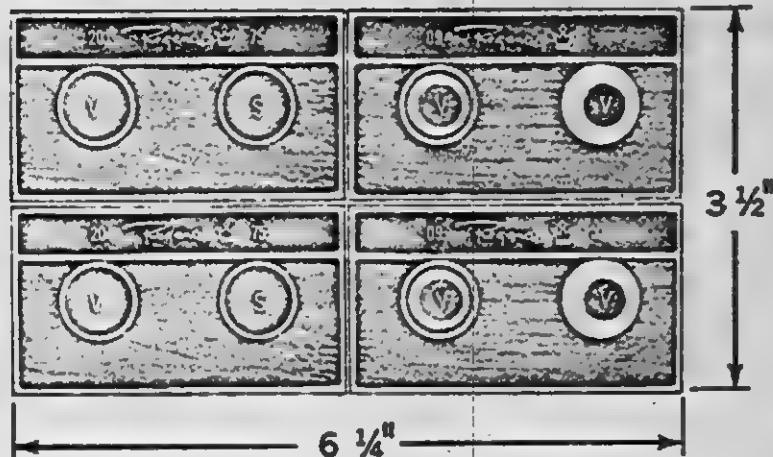
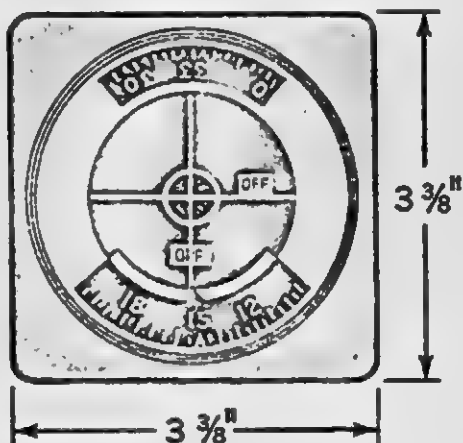
Ford S. Worthing, Jr.
 General Manager

dated this 6th day of May, 1965

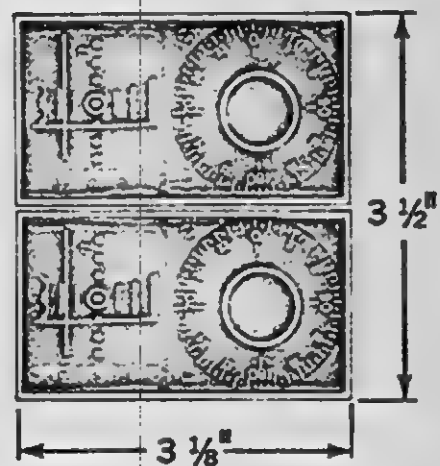
Ray M. B.
 MEYROTEK ELECTRONICS, INC.



6 sq. inches of panel space for old-fashioned "1 1/2"



32 sq. inches of panel space for "4" system



Announcing the new *Regency* NAV-COMM System: It doesn't hog space.

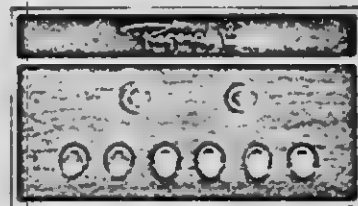
Nav-Comm systems are pretty small. So how can we claim it doesn't hog space?

Quite simply because it's true. Our gear is engineered into smaller units. And each unit measures a miniscule 3 1/8" x 1 3/8". You can put two complete Nav units, two complete Comm units, a glideslope and a marker beacon (a total of six receivers and two transmitters) in the same amount of space where others put just one Nav and one Comm unit.

And this is just part of the big news. All of our units can be pulled in or out . . . in seconds . . . for repair or replacement. This modular design opens up some other exciting possibilities. You can start with just the basic package (360-channel receiver, 360-channel transmitter, and 100-channel Nav receiver), then add other instrumentation later. And when you're ready to add on, new modules can be plugged into place in seconds . . . without major panel alterations.

- ☐ No external power supply
- ☐ Every unit operates directly off aircraft electrical system
- ☐ Low power drain: 1 amp at 14V DC
- ☐ 100% Transistorized construction—No heat problems
- ☐ 40% lighter than conventional systems
- ☐ Full year warranty on parts and service

Even our Audio Switch panel is only 3 1/8" x 1 3/8"



A DIVISION OF REGENCY ELECTRONICS, INC.
7900 PENDLETON PARK, INDIANAPOLIS, INDIANA 46266

VIONICS

Case No. 25-4A-2347/2384

OFFICIAL EXHIBIT No. R-5

Disposition

Identified ☒

Received ☒

Rejected ☐

Date 7/11/66 Witness John J. Seligson Reporter EBJ

No. Pages 1

CALDWELL, LARKIN & SIDENER-VAN RIP., INC.

Advertising

1100 MERCHANTS BANK BUILDING • INDIANAPOLIS 46204

ORIGINAL INVOICE

INVOICE 5842

in account with REGENCY ELECTRONICS, INC.
7900 Pendleton Pike
Indianapolis, Indiana 46226

DATE September 30, 1965

OUR ORDER NO. 5481

NET NO CASH DISCOUNT

Payable October 10, 1965

AVIONICS

Mechanical expense in connection with introductory plans
for Nav Comm: (Job No. 5481)

Artwork and typography for catalog sheet:

\$ 129.65

17.65% Agency Handling Charge

22.88

\$ 152.53

25-64-2347/2524
Case No. _____ OFFICIAL EXHIBIT No. R-6
Disposition _____ Identified ☒
Received ☒
In the presence of Regency Electronics
Date 7/11/66 Witness P. J. [illegible] Reporter [illegible]
No. Pages 2

CALF ELL, LARKIN & SIDENER-VAN R. INC.

Advertising

1100 MERCHANTS BANK BUILDING • INDIANAPOLIS 46204

ORIGINAL INVOICE

INVOICE 5847

in account with REGENCY ELECTRONICS, INC.
7900 Pendleton Pike
Indianapolis, Indiana 46226

DATE September 30, 19

OUR ORDER NO.

NET NO CASH DISCOUNT

Payable October 10, 19

AVIONICS

<u>JOB NO.</u>	<u>ADVERTISING TIME</u>		
5360	Catalog sheet - Model 601 Aircraft Transceiver	10.25 hours @ 22.50	\$ 230.63
5361	Ad for Business and Commercial Aviation	1.50 hours @ 22.50	33.75
5461	Introductory plans for Nav Comm	27.50 hours @ 22.50	618.75
 <u>PUBLIC RELATIONS TIME</u>			
5363	News release on Model 601 Communications Transceiver	3.50 hours @ 22.50	78.75
5366	News release on aircraft owned by Regency and new distribution pattern for Avionics	2.50 hours @ 22.50	56.25
			<u>\$ 1,018.13</u>
	MEDIA COMMISSIONS	347.55	
	MECHANICAL MARK-UP	<u>239.21</u>	<u>(586.76)</u>
		NET TIME CHARGE	\$ 431.37

MOSSBERG AND COMPANY INCORPORATED

FINE LITHOGRAPHY AND PRINTING

September 28, 1965

Regency Electronics, Inc.
7900 Pendleton Pike
Indianapolis 26, Indiana

INVOICE NO **22017**

TERMS: NET 30 DAYS

OUR JOB NUMBER

1860

YOUR PURCHASE ORDER

1631

9/28 -> 1252.94

5420 Stand By 1 catalog sheet

5335 Nav Comm announcement sheet

..... \$1103.53

Premium portion of overtime wages to meet delivery 53.16

\$1156.69

Prepaid Air Express charge 96.25

\$1252.94

Mr. Warner - \$1252.94

Delivery:

9/25/65 5320 Standby 1 to Las Vegas, Nevada via Air Freight
9/25/65 5235 Nav Comm to Las Vegas, Nevada via Air Freight
9/27/65 100 Standby 1 to Regency Electronics via Air Express
9/27/65 100 Nav Comm to Regency Electronics via Air Express

25-CA-23072374 OFFICIAL SUBMIT NO. 2-7

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 9/28/65 Witness Blair By, Officer BB7

No. 92235

301 EAST SAMPLE STREET SOUTH BEND INDIANA 46625

TELEPHONE 240-0263

STATEMENT OF A HEARING BEFORE AN APPEALS REFERENCE OF THE
INDIANA EMPLOYMENT SECURITY DIVISION
APPEALS SECTION
10 NORTH SENATE, INDIANAPOLIS, INDIANA

Hearing held at 10 North Senate Avenue, Administrative Office
of the Indiana Employment Security Division, Indianapolis,
Marion County, Indiana, on January 13, 1966, at 10:30 a.m., EST.

BY THE HEARING OFF:

CASE NO: 65-1-244

CLAIMANT: Irene Lawrence
337 South Boutlers
Indianapolis, Indiana

CLAIM NO: 70-2235

EMPLOYER: Regency Electronics, Inc.
7903 Pendleton Pike
Indianapolis, Indiana

S. S. NO: 300-2-114

WILLIAM P. ZIMMER, APPEALS REFERENCE

STATEMENT OF FINAL DETERMINATION AND DECISION OF THE EMPLOYER

25-61 3307/2384

OFFICIAL COMMENT BY R. E.

Disposition

Modified ☒

Reversed ☒

Reinstated ☐

In the office of Regency Electronics
Date 7/1/66 Witness _____ Reporter BAJ

Page 40

International Representative, IUE-AFL-CIO,
Indianapolis, Indiana

Lawrence, Connor & Sinkham,
Indianapolis, Indiana

EE: 6. NY 11 70
INDIANAPOLIS

Hearings Reporter:

1 ~~EXHIBIT~~: Case No. 65-A-2407, hearing on claimant's
2 appeal from the deputy's original determination holding
3 that claimant was discharged for insubordination when she
4 refused to report to the office as directed and was discharged
5 for misconduct in connection with her work.

6
7 (WITNESSES SWORN)

1 ~~EXHIBIT~~: It seems the principal issue
2 revolves around the reason for the termination of the
3 employment of Irene Lawrence, and as soon as possible,
4 we would like to confine our testimony to the relevant
5 features involved.
6 Mr. Timman, do you represent the employer in this case?

7 MR. TIMMAN: Yes, sir.

8 ~~EXHIBIT~~: Do you wish to interrogate your
9 witnesses?

10
11 LARRY BRIGHT, a witness for the employer herein,
12 first being duly sworn upon his oath, testified as follows:

13 DIRECT EXAMINATION

14 BY RICHARD P. TIMMAN, JR., ATTORNEY:

15 Q. What is your name?

16 A. Larry Bright.

17 ~~EXHIBIT~~: What is the connection of Mr. Bright
18 with Regency Electronics?

19 Q. Where do you work, Mr. Bright?

20 A. Regency Electronics.

21 Q. How long have you worked there?

22 A. Approximately four months.

23 Q. What is your position with Regency Electronics?

24 A. Department foreman.

25 Q. How large a department do you have?

26 A. About 25 people; originally there were around 80 to 90
27 people.

28 Q. Do you know the claimant in this case, Irene Lawrence?

29 A. Yes.

30 Q. On or about October 23, 1955, did you have occasion to
31 talk with her?

32 A. Yes.

33 Q. Would you relate the circumstances surrounding your
34 talking with her?

1 A. I was called into Mrs. McGraw's office, the Personnel
2 Director, and asked at that time to have Irene come into
3 the office. So I proceeded to go and ask her to go into
4 the front office, that Mrs. McGraw wanted to see her,
5 and she said, to the best of my knowledge, "I am getting
6 tired of this crap. I am not going into the office with-
7 out a union representative"; and I believe I said, I don't
8 know what it is about; they want to talk to you and go
9 to the office and talk to them.

10 Q. Mr. Bright, is there a union at Regency Electronics?

11 A. No.

12 Q. Was there at that time?

13 A. No.

14 Q. Go ahead.

15 A. I said, all right, and I went to the office and told
16 Mrs. McGraw, and I told her she refused to come to the
17 office without a union representative. Mr. Berner was
18 in the office at that time, and he said, will you point
19 out Irene Lawrence to me; and I said, yes; and I went

20 out to where she was working with Mr. Berner; and I don't
21 recall the exact words that passed between Mr. Berner
22 and Irene, but the only thing I can be sure of,
23 Mr. Berner told her she left him no choice but to dis-
24 charge her and for me to escort her out of the plant.

25 Q. Did you escort her out of the plant?

26 A. Yes, sir.

27 Q. What, if anything, did the claimant say from the moment
28 Mr. Berner terminated her until such time as she left
29 the plant?

30 A. I don't recall the exact words, but she made several
31 foul remarks to people on the line across from her; and
32 I said, I am only doing my job; and she asked if she could
33 use the phone to call the union representative; and I
34 said, yes; and I escorted her to the phone; and she talked
1 to him for maybe five minutes, and after she finished
2 talking to him, I escorted her out the door.

3 Q. Did she make any particular comment with respect to tools?

4 A. Yes. She said, I will not turn these damn tools in until
5 I get my check.

6 Q. What tools did she have reference to?

7 A. Hand tools, which belong to the company, and are issued
8 to each employee.

9 Q. Did she, in fact, leave the plant with her tools?

10 A. Yes.

11 Q. Did you attempt to stop her leaving the plant with the
12 tools?

13 A. No.

14 MR. TUNNICLIFFE: I believe that is all for this witness
15 on direct examination. We will reserve the right to
16 recall him on rebuttal.

17 REVEREND: Does anyone wish to cross-examine?

18 MR. BURNSTON: Yes, sir.

20 CROSS EXAMINATION

21 BY ERNEST BURNSTON, INTERNATIONAL REPRESENTATIVE:

22 Q. Mr. Wright, you said you went out and told Mrs. Lawrence
23 that Mrs. McGraw wanted to see her in the office?

24 A. That is right.

25 Q. And then Mrs. Lawrence said, what does Mrs. McGraw want
26 to see me about?

27 A. Yes.

28 Q. You testified Mr. Berner was there when you went back?

29 A. Yes.

30 Q. Was Mr. Berner there the first time?

31 A. Yes.

32 Q. So far as you know Mrs. McGraw wanted to see Irene?

33 A. Yes.

34 Q. You said she made a telephone call to a labor representative.

1 A. Yes.

2 Q. And so you recognized her right to call a union
3 representative?

4 A. I recognized her right to use the phone.

5 MR. TINKER: That calls for a legal conclusion,
6 and secondly, it has no relevance whatsoever, and I
7 think is an attempt to inject a union issue into this
8 hearing.

9 REVEREND: The testimony was to give permission
10 to use the telephone to call a union representative, but
11 anything said over the telephone was a conclusion unless
12 he heard the conversation on the phone.

13 Q. Mr. Tinkham established the fact there is no union in
14 the company, but the president recognized the right
15 of employees to call a union representative.

16 INTERIM: She was given permission to use the
17 phone.

18 Q. You did testify then there was no union representative
19 among the employees of Agency Electronics at that time?

20 A. So far as I know.

21 MR. TINKHAM: I will move to limit the scope of
22 the examination to direct. This is irrelevant. The fact
23 that the union may or may not have done things earlier
24 is not relevant. The question is whether or not there was
25 a union at this point, and if Mr. Rutherford has or if he
26 wishes to produce evidence which can establish a union, but
27 the question is, was there a union, and the answer is, no,
28 and anything beyond that has not much to do with this
29 hearing.

30 Q. It seems if counsel objects to a union being there -

31 INTERIM: There was no union at the present plant?

32 MR. TINKHAM: We can stipulate to that, Mr. Referee.

33 MR. RUTHERFORD: We can stipulate to that, but
34 the employees were represented at Agency.

1 MR. TINKHAM: I did not raise the question if the
2 employees were represented.

3 INTERIM: I can't see the presence or the
4 absence of the union being relevant to the issue as to why
5 the claimant was discharged in this case.

6 MR. RUTHERFORD: Mr. Zerface, the implication, of
7 course, was that she had no right to have a union represen-
8 tative to accompany her into the office. We want to

9 establish that right. He raised the question as to whether
10 the union entered into the picture. I am trying to
11 establish that the union had already entered into the
12 picture prior to that time. I will establish that through
13 other witnesses.

14 **INTERVIEW:** Either the absence or the presence
15 of a recognized union in the company, that bearing would
16 that have upon the issue here in question?

17 **MR. RUTHERFORD:** Because they have questioned
18 whether or not she had a right to demand or insist her
19 union representative accompany her into the company offices
20 for interrogation. We maintain under the circumstances
21 that she had every right. She had a legal right and a
22 moral obligation to have someone accompany her.

23 **MR. TINKHAM:** The only rights Irene Lawrence had to
24 have a union representative present would arise from a
25 collective bargaining contract. Mr. Rutherford will
26 stipulate no such contract existed. There was no recognition
27 that the union had any status in this plant; and the reason
28 I raised this question is because the response of the
29 claimant was that she could not appear without her union
30 representative; and I wanted to make it clear in the mind
31 of the Jurors there is no such union, no such contract,
32 and in the eyes of any official governmental body, that
33 no contract was in existence from which such right might
34 arise to have a union representative present, and it is
an attempt on Mr. Rutherford's part --

1
2 **MR. RUTHERFORD:** You raised the issue in direct
3 examination.

4 **INTERVIEW:** It is true Mr. Tinkham opened the

WITNESS ON
STAND
(silence)

5 door for cross examination by bringing in the union, but
6 when it gets to the fact there is no union, there is no
7 contract between labor and the employer, anything going
8 beyond that I don't believe would be admissible. If you
9 want to stipulate there is no labor union at Agency
10 but that the claimant was a member of a union?

11 MR. TOWNSEND: We will so stipulate, except I
12 would like to include there was no certified union.

13 MR. TOWNSEND: There was no union, Mr. Referee, and
14 I suggest we get on with the cross examination of the
15 witness.

16 REFERENCE: I agree in the absence of a contract
17 of a labor union agreement between a labor union and the
18 employer that any testimony along that line would not be
19 relevant.

20 MR. TOWNSEND: All right, I will change the line
21 of questioning. Mr. Bright, do you recall on October 8
22 asking Irene Lawrence to go into the office to see Mrs.
23 McBrine?

24 A. It was not on the 8th.

25 Q. Do you remember on or about the 8th?

26 MR. TOWNSEND: Mr. Referee, I consider this line of
27 questioning outside the line of cross-examination but to
28 the extent that Mr. Townsend can hook this up to what
29 may or may not be relevant, because this is not a legal
30 type hearing, but he is going to attack someone on the
31 issues before the Referee.

32 REFERENCE: If he can connect the prior date of October
33 8 with any pertinent factor on October 20, it may be admitted
34

1 Q. Did you call Irene Lawrence into the office on three
2 occasions previous to that?

3 A. Two occasions.

4 Q. Did she go?

5 A. This is the foreman's office, not Mrs. McGraw's office.

6 Q. On two other occasions you did ask her?

7 A. Yes.

8 Q. And she did go?

9 A. Yes.

10 Q. Was Mrs. McGraw present?

11 A. Yes.

12 Q. Were you present?

13 A. Yes.

14 Q. Who was present?

15 A. At the first one, myself and Mr. Montague; he was the fore-
16 man; I was his assistant. Mr. Montague called her in the
17 first time. This may have been about the 8th, and she was
18 called into his office on that date, and I was present, and
19 Mr. Montague did talk to her.

20 Q. You were present when Mr. Montague was present?

21 A. Yes.

22 Q. On the 14th and 15th?

23 A. I called her into the office. Mr. Montague was out of town.

24 Q. Was Mrs. McGraw present?

25 A. Not at first, and she asked to talk to Mrs. McGraw, and I
26 said, o.k., and I called you and said she wanted to see
27 you.

28 Q. Did you go get Mrs. McGraw?

29 A. No.

30 Q. Did she tell you she would like to see her union representati-

31 A. Well she wanted to see her union representative but in the
32 presence of Mrs. McGraw.

33 Q. What did you say to her?

34 A. I said, I know nothing about this; I have nothing to do
1 come into the office and talked to her; so she stayed in
2 my office and Mrs. McGraw came back and talked to her.

3 Q. But there were three times you talked to her?

4 A. Mr. Montague called her in once. I called her in once, but
5 she had never been sent to the front office or asked to
6 go to the front office and wanted to talk to the union
7 but this one time.

8 MR. TRENKLE: What time are you referring to?

9 MR. FURBERFORD: The last time, the 23rd of
10 October.

11 A. I told her Mrs. McGraw wanted to see her, and I didn't
12 know what it was about; and she said, I am getting tired
13 of this crap; I want to see my union representative; and
14 I said, why don't you go; and she said, I want my union
15 representative.

16 MR. TRENKLE: I ask that the examination and testi-
17 mony relating to the incidents prior to the 23rd be stricken
18 from the record based upon Mr. Furberford's failure to
19 connect these to the 23rd in any way, shape, or form.

20 MR. TRENKLE: This is informal. We do have to
21 restrict ourselves to the admissibility of the evidence,
22 but I do not think it will be damaging. We will allow it
23 to stand.

24

REDIRECT EXAMINATION

25

26

BY HENRY S. THURMAN, Jr.:

27

Q. On these occasions when she was called into the office, why was she called in?

28

29

A. Because she was not making her rates on the line.

30

Q. Was she specifically interrogated as to why she couldn't make rates?

31

32

A. Yes.

33

Q. What was her reason?

34

A. Said she didn't know.

1

A. Not until after she was called in the second time.

2

Q. Then she was given what kind of job?

3

A. She was given a similar job but a lower rate, 10 cents an hour.

4

5

Q. Is it safe to say you called her in to discuss her inability to make her rate?

6

7

A. Yes.

8

Q. What did Mrs. Lawrence want to talk about?

9

A. She maintained she was being picked on because of her affiliation with the union.

10

11

Q. What did you tell her?

12

A. I told her I didn't know anything about that. My only interest is radio and people making their rates.

13

14

Q. How many times did she bring this element of the union up?

15

A. Many times.

16

Q. All she wanted to do was talk about the union?

17

MR. THURMAN: I object. That calls for a conclusion.

18

19

MR. THURMAN: Was that a direct conversation?

20

A. Yes.

21 MR. CHAMBERLAIN: That is all.

22
23 DIRECT EXAMINATION

24 BY MR. CHAMBERLAIN:

25 Q. You say Mrs. Lawrence couldn't make her rate?

26 A. Yes.

27 Q. How many was the rate?

28 A. Twenty-five calls a day.

29 Q. Do you recall how many there were before?

30 A. The line had made 25 daily before.

31 Q. On this particular operation, did a person make this rate?

32 A. Yes, that is what the group leader says.

33 Q. But you can't say?

34 A. No.

1 Q. Who did you put in her place when she left?

2 A. Alice Dawson.

3 Q. How many did she make?

4 A. She never got up to rate, but she improved each day she
5 was on the line, and she had never run that line before.

6 Q. How many did she get?

7 A. Twenty-one.

8 Q. How many did Irene get?

9 A. Nineteen.

10 Q. Do you know when Dawson worked there if the circumstances
11 were the same as existed when Irene worked there?

12 A. I think they were more strenuous on Dawson, because I
13 didn't want her to have any help, and the group leader
14 said Irene had help.

15 Q. You say Alice Dawson never got her rate either?

16 A. She didn't get terminated; the line shut down.

17 Q. She didn't make her rate before the line shut down?

18 A. No.

19 Q. And you didn't terminate her?

20 A. No.

21

22 FURTHER INDIRECT EXAMINATION

23 BY EDWARD P. TIERNEY, Jr:

24 Q. You say she improved?

25 A. Yes.

26 Q. Was it a case of Lawrence not making her rate?

27 A. She reached a peak of nineteen and was back down to
28 seventeen.

29 MR. TIERNEY: No further questions.

30

31 FURTHER DIRECT EXAMINATION

32 BY EDWARD P. TIERNEY, Jr:

33 Q. Do you recall what day she fell down?

34 A. No.

1 Q. Was it the day she was in the office?

2 A. I know it was not the day she was in the office.

3

4 JUANITA McGRATH, a witness for the employer herein,
5 first being duly sworn upon her oath, testified as follows:

6 DIRECT EXAMINATION

7 BY EDWARD P. TIERNEY, Jr:

8 Q. Would you state your name, please?

9 A. Juanita McGrath.

10 Q. Where are you employed?

11 A. Agency Electronics.

12 Q. On or about October 20, 1965 -- Did I ask you what you do

13 with Agency Electronics?

14 A. Personnel Director.

15 Q. How long have you held that position?

16 A. Since May, 1965.

17 Q. On or about October 20, 1965, did you have occasion to
18 request, through Mr. Bright, that Irene Lawrence come to
19 your office?

20 A. Yes.

21 Q. Would you relate the circumstances and what followed
22 thereafter?

23 A. Yes. Several people in the plant had come to me regarding
24 certain statements that Irene Lawrence had made in a
25 union meeting regarding the racial issue. Mr. Berner had
26 been out of town, and after his return, I told him about
27 these remarks, so Mr. Berner called Irene in the next
28 morning or asked me to call her in my office.

29 Q. What happened after that?

30 A. I called Larry and asked him to send Irene in, and Larry
31 came back and said Irene refused to come in without a
32 union representative.

33 Q. Then what happened?

34 A. Mr. Berner and Larry^{and I} went out to the line, and Mr. Berner

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P. 11
(continued)

1 asked him to point her out; and Irene said, I didn't know
2 it was you, Mr. Berner, I thought it was Mrs. McGraw; and
3 Mr. Berner said it was about the racial issue you brought
4 up at the union meeting; and he said, I have no recourse
5 but to terminate you. Then we turned around and walked
6 away, and Irene said, you will have to prove this, you
7 son-of-a-bitch.

8 Q. Did you hear anything else?

9 A. Nothing except several of the people made quite a scene,
10 and she refused to turn her tools in, and said she would
11 be back, and this type of thing.

12 Q. Have you, yourself, personally terminated an employee
13 recently for insubordination, Mrs. McGraw?

14 A. What do you mean, recently?

15 Q. With relation to the October 20 date, had you terminated
16 anyone around that date?

17 A. There has been no employee discharged.

18 Q. Specifically with regard to Betty Reynolds, when was that?

19 A. This was sometime, the Monday or Tuesday before Labor Day,
20 around the first of September.

21 Q. Was this also for her not cooperating with management?

22 A. Yes; she had refused to work on a certain line under a
23 certain group leader.

24 Q. She came in the office, and when she was there, you
25 discharged her?

26 A. Right.

27

28 CROSS EXAMINATION

29 BY DIRECT EXAMINATION:

30 Q. Mrs. McGraw, this day of October 20, you wanted to talk to
31 Irene with Mr. Wright. Had you talked to her before?

32 A. Not in my office, no.

33 Q. Had you ever talked to her in the Foreman's office?

34 A. Once before, Mr. Gurselman, the Vice President in charge
1 incoordination.

2 Q. I would like to pursue the issue of the racial question.

3 A. I didn't raise it, you asked it.

4 MR. THURMAN: The issue is whether or not this
5 employee refused to come to the office, and apparently
6 she did. I don't believe her testimony will be otherwise.
7 The fact was why she was called to the office, and the
8 exact incidents surrounding the facts coming to the
9 attention of management are not germain to this hearing.
10 Irene Lawrence was discharged because of her refusal to
11 discuss these things, and her refusal to come to the
12 office and discuss matters management wanted to talk to her
13 about. Management has an absolute right to request that
14 an employee come to an office of management at any time.
15 What was to be discussed in such a meeting is not necessarily
16 germain, except purely in matters of background. In fact,
17 I have no objection to any preliminary questions, but a
18 detailed analysis of what gave rise to this is not necessary.

19 MR. THURMAN: The racial question was brought up, but any
20 ideas the claimant might have would not be relevant if you
21 have employment where there are colored and white and this
22 question goes to that point and it is connected with the
23 termination of employment, then and only then, would any
24 such question be pertinent to the issue.

25 MR. THURMAN: I think I can probably establish
26 the fact this whole racial question was a chain issue.
27 They have brought it forward. It is not quite right that
28 they would have a witness testify to these issues and then

say it was background. It is a sham issue.

MR. TANNER: If the firing had been based upon the engagement of Irene Lawrence in the racial issue, but our questioning has only gone to her refusal to get up and go to the office; upon her refusal to do that, Mr. Tanner went out to the line and fired her because of her refusal to come into the office. The discussion could have been upon Viet Nam. The question is whether she was insubordinate in refusing to come to the office to discuss something.

MR. TANNER: I believe on direct examination it was brought out the co-workers had brought out the question that she talked about racial issues in a union meeting. I don't think it is necessary to go back or to go into details, and what she said, unless the racial problems arose within that plant and was in connection with that.

MR. BUTTERFORD: If there was a complete lack of discussion, it was a sham issue. My question was, would you tell us some of the details of what she was supposed to have done to raise the racial issues.

MR. TANNER: She had no idea what we were talking about. We had not discussed it with her. This sham issue on the part of management is irrelevant. All she knew was Mr. Tanner was terminating her because she was refusing to come into the office. I notice that we are not inquiring into the details of emotion. We are only inquiring into the racial issue. It is the intent of Mr. Butterford to lead the issue of her insubordination. She may have come into the office and denied this. All these things are irrelevant to this hearing. She refused to come into the office.

26 MR. INFORMANT: I would be willing to say these
27 were irrelevant, but they were brought into the hearing.

28 MR. THURMAN: I believe it is irrelevant, Mr.
29 Informant.

30 INFORMANT: I will allow it if you will confine
31 the racial issue within the confines of Agency Electronics,
32 thereby they were affected.

33 Q. This racial issue you referred to, Mrs. McGraw, of course,
34 you were not at the meeting?

1 A. Obviously I was not.

2 Q. It was hearsay, it was told to you?

3 A. Yes.

4 Q. You still don't know if it was true?

5 A. No.

6 MR. THURMAN: I will object. This was way beyond
7 the 20th of October date.

8 INFORMANT: She has admitted to hearsay.

9 MR. INFORMANT: I will abandon that line. I
10 would like to introduce as evidence a confirmation copy
11 of a telegram which I sent to the Personnel Manager on
12 October 15, and I would like to ask her to identify it.

13 MR. THURMAN: I would like to have her identify it
14 and possibly have my objection to it. I think it is
15 an attempt to bring up the union issue.

16 INFORMANT: Can you establish a foundation for
17 this?

18 MR. INFORMANT: A particular time has been es-
19 tablished that the continuity of events occurred, and
20 the people we have talked about were being called into
21 the office on two prior occasions to the 20th. This
22 telegram contains an accusation that officials of that

company did let supporters of the union be harassed.

INTERROG: All right.

Q. Do you recall, Mrs. McGraw, receiving this five days prior to the 20th of October?

MR. TINKER: Mr. Latherford has not established the foundation the Referee seeks. I am going to object to any such telegram based on the best evidence that this is a confirmation copy; based on the inability of this individual to produce the custodian of the Western Union records; based upon the self-serving nature of such a telegram; based upon his inability to establish a foundation for this particular piece of evidence; and the best evidence of all, the lack of being the custodian and hearsay. This now comprises inadmissible hearsay.

MR. LATHERFORD: I asked if Mrs. McGraw recalls getting such a telegram.

INTERROG: There has not been sufficient foundation established.

MR. LATHERFORD: It contains an accusation this girl was being harassed.

INTERROG: If you have not laid a proper background for the telegram being allowed into evidence, it can not be admitted.

Q. Mrs. McGraw, you said several co-workers told you about the racial issue coming up at the meeting?

INTERROG: I believe that has been eliminated as hearsay evidence.

MR. LATHERFORD: I have no further questions.

MR. TINKER: No further questions.

THOMAS LUTHER, a witness for the employer herein, first being duly sworn upon his oath, testified as follows:

21: BY MR. PERKINS: P. PERKINS, JR.

22: Q. Will you state your name for the record?

23: A. Thomas H. Berner.

24: Q. Are you president of Regency Electronics?

25: A. Yes.

26: Q. Are you a member of the firm of Briggs, Berner, Seamer &
27: Sullivan?

28: A. Yes.

29: Q. On the date in question it has been established that you
30: were in the office of Mrs. McGraw, and that you requested
31: Irene Lawrence be brought into the office. If that is
32: correct, would you tell us in detail from that point on
33: the incidents which followed?

34: A. I asked Juanita to call Larry and ask Irene to come into
1: the office. Larry came up and said she had refused to
2: come. At that time I asked Larry to go with me into
3: the plant, and I said, I wish you would point Irene out
4: to me; and I walked up to Irene and said, I understand
5: you refused to come to the office; and she said, I didn't
6: know it was you; I thought it was Mrs. McGraw; and I
7: said, it doesn't make any difference; and she said some-
8: thing about she was being harassed; and I said, Irene,
9: I want to talk to you about a racial question, and you
10: refused, and you have left me no alternative but to dismiss
11: you.

12: Q. And you heard nothing more from the claimant, Irene
13: Lawrence, and you said nothing more to her?

14: A. No.

15: MR. PERKINS: I have no further questions.

16:

CROSS EXAMINATION

BY AMBROSE BARNETT:

Q. Mr. Banner, you said you were discharging her for starting a racial disturbance?

A. I definitely didn't. She said she had been harassed by calls to the office. I said, you give me no choice but to discharge you.

Q. Did you go into details?

A. I did say she refused to come to the office and discuss this, and this is one thing I will not tolerate, union or no union.

Q. Did you have any evidence?

A. No. This was the first production worker I have ever hired.

Q. Do you recall walking off and Irene calling you back?

A. No. The statement was, I don't recall whether she called me a son-of-a-bitch or not, but she said, you something and going to have to prove it, and I continued

Q. And she told you she didn't know you had wanted to see her?

A. That is correct.

Q. Did you check to see if Larry had said that you wanted to see her?

A. As far as I was concerned I didn't think it was relevant who wanted to see her.

Q. Were you aware of the fact she had been called into the office before?

A. No. I said, who is she, and I got this information from Juanita before I went to see her.

Q. Would it have made any difference if you had seen her in the office?

14 A. We can not have anarchy in the plant. We can't lose
15 discipline.

16 Q. Do you recall, is that the first production worker you
17 have fired?

18 A. Yes.

19 MR. WINTERFORD: I have no further questions.

20 MR. TRENKLE: I have no questions. That will
21 conclude our evidence.

22
23 IRMA LAWRENCE, the claimant herein, first being
24 duly sworn upon her oath, testified as follows:

25 DIRECT EXAMINATION

26 BY MR. WINTERFORD:

27 Q. Our first witness would be Irene Lawrence. State your
28 name, please.

29 A. Irene Lawrence.

30 Q. You are the same Irene Lawrence we are talking about?

31 A. I sure am.

32 Q. You are recalling the incident of the 28th of October?

33 A. Yes.

34 Q. Had you known Mr. Garner wanted to see you, would you
1 have gone in?

2 A. Yes.

3 Q. Did you understand you had a legal right to have a union
4 representative with you?

5 A. Yes.

6 MR. TRENKLE: I am going to object to the question
7 and answer as calling for a conclusion on the part of
8 the witness.

9 MR. WINTERFORD: I will withdraw the question.

10 Q. You had been in the office on other occasions?

11 MR. TRENHAM: I am going to object to the question
12 which related to her state of mind, if she would have
13 gone into the office if she had known it was Mr. Berner.

14 MR. BETHENFORD: I withdraw the question, the
15 one you said called for a conclusion.

16 MR. TRENHAM: I am going to object to the question
17 which related to her state of mind and called for some-
18 thing not germane to this hearing, whether she would not
19 have gone if she had not known it was Mr. Berner.

20 MR. BETHENFORD: I will withdraw the question.

21 Q. Do you recall having been in the office on the 15th of
22 October?

23 A. Yes.

24 Q. Was Mrs. McGraw present?

25 A. No.

26 Q. Was she in the foreman's office?

27 A. Yes.

28 Q. Mr. Bright's office?

29 A. Yes.

30 Q. How long were you in the office at that time?

31 A. It was just a little bit after -- until after lunch.

32 Q. How long in hours and minutes?

33 A. Two and one-half hours.

34 Q. Were you in tears?

1 A. Every time I went in there I was when I came back out.

2 Q. When you left the 15th you left the foreman's office in
3 tears?

4 A. Yes.

5 Q. On the 20th when Mr. Bright came and told you to go back
6 again, do you recall what you told him?

7 A. Yes; I remember every word.

8 Q. Tell us that conversation.

9 A: Larry came out and told me to go in the office with him
10 to talk to Mrs. McGraw. I said, oh, no, I can't go
11 through that ordeal again, and if I can have a union
12 representative, I will go; and he said, o.k.; and he
13 came back, and here was Larry and Mr. Berner and Mrs.
14 McGraw; and Mr. Berner said, Irene Lawrence; and I said,
15 yes, sir; and he said, I understand you refused to come
16 to the front office as I ordered; and I said, I didn't
17 know you ordered it; and Larry said, yes, ma'am; and he
18 said, Mrs. McGraw wanted to see you; and he said, you are
19 terminated, not for your work and not for refusing to
20 come to the front office; and I said, what am I terminated
21 for; and he said, you are terminated for starting a racial
22 disturbance; and he said to Mr. Bright, get her out of
23 here as soon as possible, and you stay with her until she
24 gets out; and Larry did stay with me; and I did ask Mr.
25 Berner as he walked away, and I asked him to explain to
26 me as a man, explain to me what do you mean by racial
27 disturbance; and I didn't raise hell with nobody else
28 around there, no back talk, or anything

29 Q. Do you recall, Mrs. Lawrence, when you first went to work
30 for Agency?

31 A. Yes.

32 Q. When did you go to work for Agency?

33 A. September 15, 1963.

34 Q. How long had you been there?

1 Q. During that period of time had management called you in
2 and talked to you about the quality or quantity of your
3 work?

4 A. No.

5 Q. Had anybody said anything about the quality of your work?

6 A. It was good.

7 Q. By whom?

8 A. The inspectors, the group leader, and Lucy.

9 Q. Did you ever get wage increases?

10 A. Yes. I got a 15 cent line expert raise.

11 Q. Did you get a five cent raise when you first started?

12 A. Yes.

13 Q. Did you get a five cent and 15 cent line expert raise?

14 A. Yes. You had to be qualified to do the work or you couldn't
15 get the expert raise.

16 Q. Did they ever call you in and talk about the quality and
17 quantity of your work?

18 A. Not unless they called the whole line in.

19 Q. They testify, Mr. Berner testified, said you would not
20 give them your tools until you got your pay check.

21 A. No.

22 Q. But you took the tools back before you got your check?

23 A. I took the tools back, and I didn't get my pay check
24 until the 15th of November. But on the tools concerned,
25 when I was loaned those tools, I was told I was respon-
26 sible for them, and if I didn't have the tools to turn
27 in when I was terminated or laid off, that I had to pay
28 for the tools, and I told Larry so.

29 THE COURT: I think the tool question will be disregarded.

30

31

CROSS EXAMINATION

32 BY MICHAEL P. CANNON, Jr:

33 Q. You did walk out of the plant with the tools in your
34 possession?

35 A. I did.

2 Q. You did refuse to give them to Mr. Bright?

3 A. No.

4 Q. He didn't ask for them?

5 A. No, he didn't.

6 Q. His statement is inaccurate?

7 A. I said, I am taking my tools, and Mr. Bright said, all
8 right. I said, I am responsible for them.

9 REVEREND: The question of the tools arose after
10 she had been discharged?

11 MR. TUNNICLIFFE: Yes.

12 MRS. LAWRENCE: I didn't get a pay check either.

13 Q. With respect to the pay check, did you file a claim
14 before the Department of Labor of the State of Indiana?

15 A. Yes.

16 Q. Did you file an Unfair Labor Practices Charge?

17 A. Yes.

18 Q. The hearing on this has not come up yet before the National
19 Labor Relations Board?

20 A. No.

21 Q. At the time Mr. Bright called you in on the 8th and the
22 15th into the Foreman's office --

23 A. It was the 8th and the 14th.

24 Q. Did he discuss with you your work?

25 A. Yes.

26 Q. Did he go into some detail with you with respect to your
27 work?

28 A. Yes.

29 Q. Did Mr. Bright bring up the union question himself?

30 A. No.

31 Q. What was your response with respect to your work record?
32 A. He wanted to know why I couldn't make production.
33 Q. Had you fallen down in production?
34 A. Only one day. Larry said I had worked on this job before,
1 but I hadn't, and I had only been on it four and one-half
2 days, and then Mr. Montague called me in and wanted to
3 know why I couldn't put the production out the other girls
4 did who had been working two days.

5 Q. Mr. Montague first called you in?

6 A. The 8th. Larry was there.

7 Q. On the 15th Mr. Bright called you in?

8 A. The 14th.

9 Q. And wanted to know why you hadn't been able to make rate?

10 A. Yes.

11 Q. You testified you were upset and crying?

12 A. I was.

13 Q. You stated you stayed through your lunch hour in this
14 particular meeting?

15 A. Yes.

16 Q. When is your lunch hour?

17 A. 11:33 to 11:35.

18 Q. Then were you permitted to eat lunch at 11:33?

19 A. Yes.

20 Q. And no one objected to your doing that?

21 A. Nobody said anything to me.

22 Q. At the time that you were terminated were you upset?

23 A. Sure I was upset.

24 Q. Now, WASHINGTON: This calls for a conclusion.

25 Q. WASHINGTON: You can ask her the state of her
26 mind at that time.

27 A. Sure I was upset by the way they were doing me and never
28 had I caused any trouble, never been called into the office
29 by anybody.

30 Q. So in your mind your emotional state, strike that. You
31 testified, I believe, that you thought this call was
32 going to be like the other one to this office? The
33 procedure was going to be like the one you had gone
34 through on the 14th and 15th, so when Mr. Bright came
1 the same?

2 A. Yes.

3 Q. So from that point until Mr. Berner came out, you were
4 again upset?

5 A. No.

6 Q. You weren't worried about having to go in?

7 A. Not then. I don't mean that same day. I wasn't upset
8 then.

9 Q. What is your testimony when Mr. Bright came out and again
10 requested you to come in? Were you upset or not upset?

11 A. I was upset the 8th, not the 14th and 15th.

12 Q. On the 20th when he came out you were asked if you were
13 upset, and your response was, I thought it was going to
14 be more of the same thing.

15 A. I was after Mr. Berner came out.

16 Q. When Mr. Bright came out, you weren't?

17 A. I told him I didn't want to go through that ordeal.

18 Q. Did you refuse to go with Mr. Bright?

19 A. Yes.

20 INTERPRET: The claimant has described this as going
21 through an ordeal. I would like to know what the ordeal
22 was.

23 A. When I went on this line, which Mr. Bright said I had
24 worked on this line before, I had worked on the C.3.
25 line, but not this operation. The other girls had worked
26 on it two days, and I had to learn my operation the same
27 as they did. Three girls were put on the operation. They
28 knew it would take some time.

29 QUESTION: What transpired in the office?

30 A. Because I couldn't keep up on the line, and I had been
31 on the line four days, and I had put out 19 sets, and
32 production was 25, and that was what they called me for.

33 ANSWER: They were harassing you for failure to
34 maintain pace?

1 A. Yes, and that was the first time, this only happened
2 after the union started, they had ever said anything to
3 me. If I had been such a bad operator, why was I kept
4 on the line? If I was such a bad operator, why was I
5 kept there so long?

6 MR. TINGHAM: Mr. Hearing Examiner, Mr. Dorner
7 is more intimately concerned with the cross-examination,
8 can he handle it?

9 A. They said if I couldn't keep up on the line they would
10 take ten cents of my pay away.

11 MR. TINGHAM: I don't believe this is exactly
12 germane to the issues.

13 ANSWER: Deduct ten cents an hour or ten
14 cents a unit?

15 A. Ten cents an hour.

16 BY EXAMINE DORNER:

17 Q. Now, you are an expert assembler?

18 A. Yes.

19 Q. And isn't it correct that, to hold that rating, you have
20 to hold any position and make rate within three days?

21 A. No.

22 Q. Make rate within six days?

23 A. No.

24 Q. The line was.

25 A. The new girls wasn't.

26 Q. You were an expert assembler?

27 A. Sure; they were, too.

28 Q. You stated the group leader helped the other girls?

29 A. She did.

30 Q. How many?

31 A. All of them.

32 Q. Did she help you?

33 A. Yes, part of the time, whenever she could on Thursday
34 and on Friday, but she didn't count herself, and Larry

1 stated that to make 25, Core helped me to make 25.

2 Q. You were not making rate?

3 A. That is right.

4 Q. How long were you on the line?

5 A. Four and one-half days, I think.

6 Q. The 3rd to the 15th?

7 MR. BRIGHT: Over two weeks.

8 Q. The ordeal you say you went through; in fact, weren't
9 you called in and talked to about why you were not making
10 rate?

11 A. That is right.

12 Q. Isn't it a fact we built that radio for two years?

13 A. Yes, and I worked on it for a year.

14 Q. And made rate?

15 A. Yes.

16 Q. Were you ever scared at any of these meetings?

17 A. No, but they were going to take a fine of my pay.

18 Q. Weren't you given reasons, and they did help you?

19 A. The only reason was there were radios sitting all around

20 me.

21 Q. You could still do so many a day?

22 A. That is right.

23 Q. And you didn't come close?

24 A. I did 19.

25 Q. Nineteen out of 25 is not close. We put our expert

26 assemblers on that. That line was considered as a crack

27 line?

28 A. Yes.

29 Q. You were still considered crack people?

30 A. Yes.

31 Q. You were taken back to assembler; you could have been

32 taken to sub-assembly. You were only dropped one stage.

33 A. That is where they had me, in sub-assembly.

34 Q. When you had been in sub-assembly?

1 A. That took ten cents of my pay.

2 Q. Nobody scared you in any meetings?

3 A. I said I didn't know why other than I was just stacked,

4 and Cora would go up to the other end.

5 Q. And Cora also helped you?

6 A. At the last she did, and she wouldn't let nobody else

7 help us.

8 Q. Tell the Hearing Officer what the ordeal was in this office

9 besides just a pretty frank talking to, pretty free,

10 trying to find out why you were not getting rate?

11 A. I said I didn't know. I had worked in that line before,
12 and on all the other lines; I made rate on all the other
13 lines. I couldn't understand why myself I would have a
14 bad operation. Cora said it was one of the worst on
15 the line and said it was one of the worst jobs on the
16 line.

17 Q. You said you were in the office for two or two and one-
18 half hours one day?

19 A. Yes.

20 Q. Mrs. McGraw came into the office, and Larry said, I have
21 to get back to work, and you talked to Mrs. McGraw about
22 half an hour?

23 A. She came back, and I said, some of the girls had been
24 taken off the line and still earned their line pay, and
25 she said she would check it.

26 W. WATKINS: I don't think we have any more questions.

27
28 W. WATKINS: 2, ADVISES, DEFEND:

29 Q. You were on the assembly line as expert assembler?

30 A. Yes.

31 Q. These times you were called into the office and questioned
32 as to your inability to make rate?

33 A. That is right.

34 Q. And then you were directed to what?

1 A. To sub-assembler.

2 Q. From expert assembler?

3 A. Yes.

4 Q. Which necessitated a ten cent an hour decrease in wage?

5 A. That is right.

6

REDIRECT EXAMINATION

MR. LINTNER INTERROGATOR:

Q. From the export rating to what they put you on was for ten cents less?

A. Yes.

Q. You were getting ten cents less when you were terminated than you were getting?

A. Yes.

Q. Then you did not have an export rating on the day you were terminated?

A. No.

MR. LINTNER: That is all.

MRS. SPANIO, a witness for the claimant herein, after being duly sworn upon her oath, testified as follows:

REDIRECT EXAMINATION

MR. LINTNER INTERROGATOR:

Q. Tell us your name?

A. Mary Spanio.

Q. Were you an employee of Agency on the 20th of October?

A. I was.

Q. Were you in the area Irene Lawrence was when she was terminated?

A. I was.

Q. Did you recall hearing Mr. Barker telling Irene Lawrence he was terminating her?

A. Yes.

Q. What did he say?

A. He said it was racial disturbance, and when he walked off, she said, why don't you come back and tell me about it

1510 2 min.

CROSS EXAMINATION

DR. RICHARD P. THURMAN, Jr:

Q. Are you employed at Ragency?

A. No.

Q. When were you terminated?

A. The 12th of November.

Q. Have you filed a complaint against Ragency?

A. No.

Q. Have you had occasion to discuss your testimony with Mr. Rutherford?

A. No.

Q. Have you discussed this incident with Irene Laurence?

A. No.

Q. Have you discussed this incident with any one else?

A. No.

MR. RUTHERFORD: She discussed this proceeding with me, and all of them have discussed this hearing with me.

Q. Where are you employed now?

A. James & Ledwith on West 80th.

Q. Before Mr. Damer came out, who were you talking to?

A. On the line?

Q. Yes.

A. The girls on the line.

Q. You don't remember that you were talking about?

A. No.

Q. Who were you talking about afterwards?

A. Irene Laurence.

33 Q. Did you talk to other people afterward?

34 A. I don't remember what I was talking about.

1 Q. She doesn't state what happened before or afterward.

2 MR. WILKINSON: I am objecting. This is not
3 properly cross-examination.

4 MR. TINKER: Mr. Referee, the man did want
5 to give some background himself. The only thing I am
6 doing is to test her credibility.

7 WITNESS: She was only questioned once.

8 Q. What exactly did Mr. Berner say, do you remember?

9 A. Everybody said the same thing.

10 Q. You agree with what has been said by the witnesses?

11 A. Yes, but she did not curse him. She said, if you were
12 a man, you would come back here and tell me like a man.

13 Q. You are agreeing with Mr. Wright and Mrs. McGraw?

14 A. Yes. He said, I am firing you for refusing to come to the
15 office to talk about the racial disturbance. When Larry
16 told her to go to the office, she said, can I call my
17 union representative, and Larry went to get Mr. Berner.

18 MR. WILKINSON: I don't recall in direct testi-
19 mony Mr. Wright being there.

20 MR. TINKER: We can't limit it to an exact
21 statement, because there is nothing to support this
22 statement in terms of the claimant's credibility. I
23 tried to test her credibility as to what was said.

24 MR. WILKINSON: She has reaffirmed the same
25 statement on cross-examination.

26 WITNESS: She has testified she remembers
27 what was said by Mr. Berner, and as I understood, Mr.

28. Minahan wishes to ascertain whether she remembers anything
29. else that he said, and that is permissible. She can't
30. remember just one thing and forget everything surrounding
31. it.

32. Q. Was she an operating education, having Mr. Garner and
33. Mrs. Wilson and Larry Bright come on the line and go
34. through this routine with these witnesses?

1. A. No.

2. Q. You expected it?

3. A. No, I didn't know what was taking place.

4. Q. Do you remember what Mrs. Lawrence said as she left?

5. A. She said, I will be back. She had a coffee cup there,
6. and she left it. She went to the phone, and Larry saw
7. her to the door.

8. Q. What did she say when Mr. Bright asked her to go to the
9. office?

10. A. She said, no, I will not go until I have my union
11. representative.

12. Q. Was Mr. Bright trying to plead with her to come into the
13. office?

14. A. He said, I think you ought to go.

15. Q. He asked her, in several different ways, to go?

16. A. Yes, in the same conversation.

17. MR. TUCKER: No further questions.

18.
19. BY MR. TUCKER: EXAMINATION:

20. Q. Mrs. Sparks, on cross-examination I believe you were
21. asked if you agreed with what other witnesses had testified
22. to regarding what Mr. Garner had said, ^{and} you said you did
23. agree with what the other witnesses said?

24 A. With what he said when he first came in.

25

26 BY ERNEST P. CUNNINGHAM, Jr?

27 Q. Do you remember the exact sequence? Your testimony is,
28 he made those remarks, you don't remember the exact
29 sequence in which the questions were made?

30 A. No.

31 MR. CUNNINGHAM: No further questions.

32

33

34

-36-

1 ROSEMARY LAWRENCE, a witness for the claimant
2 herein, first being sworn upon her oath, testified as follows:

3 DIRECT EXAMINATION

4 BY ERNEST P. CUNNINGHAM, Jr:

5 Q. Give us your name, please.

6 A. Rosemary Lawrence.

7 Q. Are you related to the claimant?

8 A. Yes, I am.

9 Q. What is the relation?

10 A. Daughter.

11 Q. You worked in the general area when your mother was
12 terminated October 20?

13 A. Yes.

14 Q. Do you recall what Mr. Lerner said when he terminated
15 her?

16 A. I couldn't hear all Mr. Lerner said, but I did hear him
17 say, you are being terminated for a racial disturbance.

18 Q. Was that all?

19 A. He turned and came up to me on the line, and mother said,

20 for what; and he turned around and said, a racial distur-
21 ance, and went on walking; and she said, why don't you
22 come back and tell me like a man.
23

24 CROSS EXAMINATION

25 BY MR. BRIGHT ?, DIRECT, Sir:

26 Q. You say you are the daughter of Irene Lawrence?

27 A. Yes, I am.

28 Q. And where were you sitting with respect to your mother
29 this particular day?

30 A. I was about three rows up the line.

31 Q. Approximately how far is that in feet?

32 A. Twenty close together.

33 Q. Is that away as from here to the referee?

34 A. About that far.

1 Q. Were you on the opposite side of the counter from your
2 mother?

3 A. I was on the opposite side facing mother.

4 Q. Do you remember Mr. Bright coming out and talking to
5 your mother?

6 A. Yes.

7 Q. What did he say?

8 A. He said Mrs. McGraw wanted to see her.

9 Q. Did you hear this conversation?

10 A. Yes, I did.

11 Q. What did she say?

12 A. "I can't go through that again. I will go if I have
13 my union representative." I did look up because I was
14 wiring a radio; and he says, o.k.

15 Q. He went to the office by himself and without your mother?

16 A. Yes.
17 Q. When Mr. Danner came out, where was he standing with
18 respect to you?
19 A. He had his back to me at that time, but when he started
20 to turn around, he said, you are creating a racial
21 disturbance.
22 Q. With respect to your mother, was that the last thing
23 he said?
24 A. That she was being terminated because of a racial
25 disturbance, yes.
26 Q. Do you remember the exact words he used? Was it a complete
27 sentence?
28 A. This is what I heard, being terminated for a racial
29 disturbance.
30 Q. Do you remember something about a racial disturbance or
31 a complete sentence?
32 A. Being terminated for a racial disturbance; and she said,
33 for what; and he said, for starting a racial disturbance.
34 Q. And that was the last thing he said?

1 A. Yes.

2 MR. HENDERSON: We have no further witnesses.

3 MR. TINKER: We have nothing.

4 JUDGE: If there are no other questions,
5 I will declare the hearing adjourned.

6
7 HEARING ADJOURNED
8

Form 500
12-50

INDIANA EMPLOYMENT SECURITY DIVISION
10 North Senate Avenue
Indianapolis 4, Indiana

DECISION OF APPEALS REFEREE

IN THE
MATTER OF:
CLAIMANT:

APPELLATE SECTION

Irene Lawrence
337 South Routiers
Indianapolis, Indiana

EMPLOYER:

Regency Electronics, Inc.
7900 Pendleton Pike
Indianapolis, Indiana

CLAIM NO.	CASE NO.
70-13233	65-A-2407
SOC. SEC. NO.	REC'D. 12-13-65
206-26-0316	DATE CLAIM FILED
12-7-65	11-10-65
HEARING DATE	DEPUTY'S DETERMINATION APPEAL FILED
1-13-66	12-10-65
REFEREE	DECISION MAILED
Zerface	1-28-66
REPORTER	Jordan
REFERRED FOR INITIAL DETERMINATION ON	

NOTE: The following decision is final unless the claimant, or the employer involved, if any, appeals therefrom to the Review Board in the manner and form provided by law and regulation within 15 days after the mailing date hereof.

STATUTORY PROVISIONS INVOLVED: Sections 1101(c) & 1501 of the Indiana Employment Security Act. (See attached page.)

Claimant's appeal from the deputy's determination that claimant was discharged for insubordination when she refused to report to the office as directed, and was discharged for misconduct in connection with her work. Richard Tinkham, Attorney-at-Law, Dwayne Berner, President, Juanita McGraw, Personnel Director, and Larry Bright, Department Foreman, appeared on behalf of the employer. Appearing with claimant was her daughter, Rosemary Lawrence, Mary Sparks, a former employee, and Earnest Rutherford, Union Representative of the International Union of Electrical, Radio & Machine Workers of the AFL-CIO.

TESTIMONY: Mr. Bright testified that claimant had been an efficient worker and advanced to the position of "expert assembler"; that in this position was unable to make her rate of twenty-five (25) radios per day. That after office conferences with the claimant on October 8, 1965 and October 14, 1965 regarding her failure to make her rate, the claimant was demoted on October 18, 1965 from her position as "expert assembler" to a "line assembler", with a ten cents (10¢) per hour deduction in pay-rate. That on October 20, 1965, the personnel director requested that claimant be asked to report to the office; that he so informed the claimant who refused to comply with the request of the personnel director, and said she would not go to the office unless she was accompanied by her union representative. Mr. Bright advised the personnel director and Dwayne Berner, President of Regency Electronics, Inc., that claimant refused to report to the office as requested. Mr. Berner, accompanied by Mr. Bright and Juanita McGraw, went to the department in which claimant was working, at which time Mr. Berner addressed the claimant and discharged her for refusing to come to the office as requested.

Juanita McGraw, the Personnel Director, corroborated the testimony of Mr. Berner. She further testified that there had been complaints made to her about remarks regarding racial questions made by claimant at a union meeting; that the presence of claimant was desired in the office to discuss such complaints, and that claimant refused to come to the office. That Mr. Berner, accompanied by Mr. Bright and herself, went to where the claimant was working, and Mr. Berner discharged the claimant for her refusal to come to the office as requested.

Mr. Dwayne Berner, President of Regency Electronics, Inc., corroborated the testimony of Larry Bright and Juanita McGraw. Mr. Berner further

65-14407

testified that, accompanied by Mr. Bright and Juanita McGraw, he went to where claimant was working and told claimant he wanted her to come to the office to discuss a racial question, but since she refused to come to the office he had no alternative other than to discharge her, and she was so discharged.

Elmer Rutherford, the Union Representative, directed questions to Mary Lawrence, the claimant, and in answer to the questions of Mr. Rutherford, the claimant testified on direct examination that she had been given promotions and pay raises by her employer and rose to the position of "expert assembler", that her work had never been questioned, that in fact she had been complimented by her supervisor, inspectors, and co-workers. That she had been called to the office on October 8, 1965 and October 14, 1965, and went through ordeals lasting as long as 2-1/2 hours and would leave the office crying. She further testified she had never been called in the office since she was elevated to "expert assembler". That on October 18, 1965 Mr. Bright told her that the personnel director wanted her to report to the office; and that she refused to go to the office unless accompanied by a union representative. That Juanita McGraw, Mr. Bright and Mr. Berner, came to where she was working and Mr. Berner told her she was discharged for starting a racial disturbance.

On cross-examination by Richard Ginkman, Attorney-at-Law, claimant testified that on October 8, 1965 and October 14, 1965, she was called to conference in the office regarding her inability as "expert assembler" to make her rate of twenty-five (25) radios per day and was further advised if she could not make the rate she would be demoted and would be subject to a ten cents (10¢) per hour decrease in her pay rate. That she did not know why she could not make her rate, but was not able to do so and was demoted October 18, 1965 from "expert assembler" to "line assembler" with a reduction in pay of ten cents (10¢) per hour. That she had never been coerced by her employer. That on October 20, 1965 when Mr. Bright told her she was wanted in the office, she refused to go unless accompanied by her union representative. That Mr. Berner, accompanied by Mr. Bright and Juanita McGraw, approached her where she was working and Mr. Berner told her she was discharged for starting a racial disturbance.

Mary Sparks, a former employee of Regency Electronics, Inc., stated that she was present when Mr. Berner discharged the claimant, although she did not hear all that Mr. Berner said, nor the sequence of his statements, but remembered him telling claimant she was not being fired for not coming to the office. She further testified she heard the claimant refuse to go to the office unless accompanied by a union representative.

Rosemary Lawrence, the daughter of the claimant, testified she was present at the time Mr. Berner discharged the claimant. That Mr. Berner had his back to her and she did not hear all that he said, but remembered him telling the claimant that she was discharged for causing a racial disturbance. She further testified she heard the claimant refuse to go to the office unless accompanied by a union representative.

--3--

100-10107

3. The referee finds that the employees of the Regency Electronics, Inc. are not organized and no contract exists between Regency Electronics, Inc. or any labor organization or union, whereby any labor organization or union is authorized to act on behalf of the Regency Electronics, Inc. employees.

4. The original reference to the racial questions that was injected into the hearing was merely hearsay.

5. On considering testimony given the referee, the referee finds that claimant was employed as an "expert assembler", and being unable to meet a set rate of production of twenty-five (25) radios per hour, she was demoted to "line assembler" on October 18, 1965 with a reduction in pay of ten cents (10¢) per hour. That claimant had been called into conference October 8, 1965 and October 14, 1965 where the possibility to make rate was discussed. That claimant's presence was requested in the office again on October 20, 1965; that she refused to comply with the request of her employer, and was discharged accordingly.

6. The determination of the deputy is affirmed. It is held that claimant was discharged for insubordination constituting misconduct in connection with her work. The employer's experience account is not chargeable.

Dated at Indianapolis, Indiana, on this 14th day of January, 1966.

Maurice P. Zerface, Referee

20

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BEST COPY
from the original

1 2 STATE OF INDIANA }
2 }
3 4 COUNTY OF HANCOCK }

5 **C E R T I F I C A T E**

6
7 I, Maurice P. Zerface, Appeals Referee, certify that the
8 foregoing transcript is a true and complete record of pro-
9 ceedings had before me, a Referee for the Indiana Employment
10 Security Division, and that it contains a transcript of the
11 evidence offered in the Cause in which IRENE LAWRENCE was the
12 claimant involved.

13
14 -----
15 MAURICE P. ZERFACE, Appeals Referee
16 Appellate Section
17 INDIANA EMPLOYMENT SECURITY DIVISION

18 I, Wilson Jordan, a duly qualified and appointed Hearings
19 Reporter for the Indiana Employment Security Division, hereby
20 certify that the foregoing transcript contains a true and
21 complete oral recitation of the notes and minutes taken by me
22 of the testimony and other evidence, objections thereto, and
23 cross-examination, and all the documentary evidence, if any,
24 which was read or introduced in shorthand by me, and that
25 the foregoing transcript was prepared to the best of my
26 knowledge and ability.

27 -----
28 WILSON JORDAN, Hearings Reporter
29 INDIANA EMPLOYMENT SECURITY DIVISION

WORKER - some working group came, every morning, Duke Martin, Shirley Brown, June Helt, Ruth Vangel, Vladimir Czekay, Wiener, Audrey Brown.

1. Dorothea, Dorothea, 1416 Longworth Avenue, Indianapolis

2. Employment.

(A) Started August 22, 1952, at Land OFF to work in 1952;

(B) Started 1.28

(C) Pendleton Pike, about 2 1/2; remainder at Activities - Fish back to work. (Worked with FOUN)

(D) Started out doing everything (no particular job) - then went to work in AS Sub Assembly about 1955. NEVER EVER gave any other of 1952, E. C. (E. C. LEADER (THE WORKER) told her, she was Class A. before sent to America. Person changed the name).

(E) Started 1.28; 1.33 after 6 days; 1.38 approximately, appear. After 1952 after at no particular intervals. Making 1.64 at time laid off. Under 1952, 1953.

(F) Laid off for 4 months in 1952. Put on line for 4 months. Under 1952, group leader helped one. Mr. Brown wanted to know who started. 30 laid off at time. She was only one who had been there. Did not say whether permanent or temporary. Mrs. Brown, came some time and got back. (Name of other returned). Sent to Pendleton when work started at 1952. (and very after) Volunteered to do this when other refused.

(H) worked at 1952

(I) About May, 1965 - asked for name of work. In 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3065, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3077, 3078, 3079, 3080, 3081, 3082, 3083, 3084, 3085, 3086, 3087, 3088, 3089, 3090, 3091, 3092, 3093, 3094, 3095, 3096, 3097, 3098, 3099, 3100, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3150, 3151, 3152, 3153, 3154, 3155, 3156, 3157, 3158, 3159, 3160, 3161, 3162, 3163, 3164, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3198, 3199, 3200, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3380, 3381, 3382, 3383, 3384, 3385, 3386, 3387, 3388, 3389, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3397, 3398, 3399, 3400, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3419, 3420, 3421, 3422, 3423, 3424, 3425, 3426, 3427, 3428, 3429, 3430, 3431, 3432, 3433, 3434, 3435, 3436, 3437, 3438, 3439, 3440, 3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449, 3450, 3451, 3452, 3453, 3454, 3455, 3456, 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3471, 3472, 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481, 3482, 3483, 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492, 3493, 3494, 3495, 3496, 3497, 3498, 3499, 3500, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3513, 3514, 3515, 3516, 3517, 3518, 3519, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536, 3537, 3538, 3539, 3540, 3541, 3542, 3543, 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, 3554, 3555, 3556, 3557, 3558, 3559, 3560, 3561, 3562, 3563, 3564, 3565, 3566, 3567, 3568, 3569, 3570, 3571, 3572, 3573, 3574, 3575, 3576, 3577, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587, 3588, 3589, 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597, 3598, 3599, 3600, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3613, 3614, 3615, 3616, 3617, 3618, 3619, 3620, 3621, 3622, 3623, 3624, 3625, 3626, 3627, 3628, 3629, 3630, 3631, 3632, 3633, 3634, 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3713, 3714, 3715, 3716, 3717, 3718, 3719, 3720, 3721, 3722, 3723, 3724, 3725, 3726, 3727, 3728, 3729, 3730, 3731, 3732, 3733, 3734, 3735, 3736, 3737, 3738, 3739, 3740, 3741, 3742, 3743, 3744, 3745, 3746, 3747, 3748, 3749, 3750, 3751, 3752, 3753, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765, 3766, 3767, 3768, 3769, 3770, 3771, 3772, 3773, 3774, 3775, 3776, 3777, 3778, 3779, 3780, 3781, 3782, 3783, 3784, 3785, 3786, 3787, 3788, 3789, 3790, 3791, 3792, 3793, 3794, 3795, 3796, 3797, 3798, 3799, 3800, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3813, 3814, 3815, 3816, 3817, 3818, 3819, 3820, 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833, 3834, 3835, 3836, 3837, 3838, 3839, 3840, 3841, 3842, 3843, 3844, 3845, 3846, 3847, 3848, 3849, 3850, 3851, 3852, 3853, 3854, 3855, 3856, 3857, 3858, 3859, 3860, 3861, 3862, 3863, 3864, 3865, 3866, 3867, 3868, 3869, 3870, 3871, 3872, 3873, 3874, 3875, 3876, 3877, 3878, 3879, 3880, 3881, 3882, 38

to a large degree for many years.

— ends to be the last possible

3(a) Signed card Sept. 12, 1965. Shelly Sloan gave me the card.

(b) Talked to Brown girls (about 11 years old) about Union. Some but some; some wanted sign. Did on lunch bus. Attended Sept 22. Attended all but first Union meeting (may have left before last Malaga).

(c) Wake (little Union) button. Started wearing about Sept 13, 1965. (1) Used off and on. Shelly Sloan, Helen & Susan Martin and Jane Helton were buttons. (2) No other pamphlets.

(2) No organizing committee button.

Sloan wore big badge until end. Sloan attended Union meetings. Don't think Shelly Sloan sign REIU.

(F)

(G)

(H) Saw F. W. E. Education and REIU at a union plant. Can't recall apple patch but.

(I) Didn't see Malaga Jan 4, F. W. E. Education

(J) Virginia Humphrey, Mafcin, only two group leaders. Don't remember them saying at these meetings.

— Went to first REIU meeting Franklin Road. Did not say anything at meeting. Many question what REIU could do for union.

(K) Didn't attend 9/9/ meeting

4. Remembered Beoria Statement all more, much Caldonia — they have union, workers union get right now. — Shelly Sloan could not know too much.

5. Fred in machine shop school of agriculture & ag
for independent union. All good and so; no more
say and could be removed. Put your name in
re school at suit.

6. Did not work with P.

7. At work Lawrence - saw and later began working
with other employees.

8. Ranch Vaughn for 500, Vernon County; Betty, Kansas
illustrating very far. Told Wilson that they were
Requirements for independent. No bridge. No more but in
beats & short hours. and found of group leader (longer
duration, etc.)

9. Group leader, Larry Martin; Lela Martin working
with group as well. Had quota on track. The other not
quota also. 14 days a week with year. Mexican cooking
good, quite a bit, but then fairly regularly. Always there and
Lela; Most of the women too. Cooking there on late 5th
Lela. Lot of different jobs over years. (Lela's job) Vaughn
Hill 1 1/2 years; Betty worked about 1 1/2 years; Vernon County, Kansas
Superior; they made a series of jobs also. Did not know just back.
Cooking probably a name down still.

10. Vernon County for job back at Rogers

11. RCB. making penicillium downy on leaves.
about Emma Hill's orchard. Boston Jan 10, 1966.

An *Uromyces* on (plant? *Uromyces* on *Uromyces*?)

(12) Remember *Uromyces* also *Uromyces* downy on leaves
tell Charles the farmer that a lot of *Uromyces* downy on leaves
making difference to him, some family with all of them.
Some *Uromyces* *Uromyces*.

(13) *Uromyces* downy on leaves before *Uromyces* that *Uromyces* he
downy on leaves, *Uromyces* *Uromyces* *Uromyces* *Uromyces* *Uromyces*
after *Uromyces* *Uromyces* *Uromyces* *Uromyces* *Uromyces*
be *Uromyces* *Uromyces* *Uromyces* *Uromyces* *Uromyces*
about *Uromyces* *Uromyces* *Uromyces* *Uromyces* *Uromyces*
Saying *Uromyces* *Uromyces* *Uromyces* *Uromyces* *Uromyces*
2023 or 4 *Uromyces* *Uromyces* *Uromyces* *Uromyces* *Uromyces*
1. We *Uromyces* *Uromyces* *Uromyces* *Uromyces* *Uromyces*
Uromyces *Uromyces* *Uromyces* *Uromyces* *Uromyces*
and *Uromyces* *Uromyces* *Uromyces* *Uromyces* *Uromyces*

After after *Uromyces* - *Uromyces* & *Uromyces* - *Uromyces* *Uromyces*
Uromyces *Uromyces*.

May 5, 1965

TO ALL PLANT EMPLOYEES:

It has been brought to my attention that there has been some evidence of alcoholic beverages being consumed on the premises during working hours. Statement of company policy is as follows:

Any employee who reports to work in an intoxicated condition or under the influence of alcohol shall be discharged immediately.

Any employee who is found to have alcoholic beverages on his person and to be consuming same while on company premises will be discharged immediately.

These statements of policy are not just words. They will be enforced vigorously.

In addition, I notice a good number of employees still eating at their work sections. The company has provided adequate eating space on the picnic tables, and in the interest of quality products, non-contaminated with food particles, going out the door, it is necessary that no food be consumed at individual working stations. Foods are to be consumed only in the lunch area provided.

We expect immediate compliance with the above eating rules.

WAYNE H. GUNSELMAN,
Vice President - Manufacturing

25-CA-2347/2384
Case No. OFFICIAL EXHIBIT No. P-10

Disposition

Identified ☒
Received ☒
Rejected ☐

In the matter of Regency Electronics
Date 7/14/66 Witness Steele Reporter Y.B.T.

No. Pages

Check #

EMPLOYEE STATUS REPORT

NAME RAVENS MARV ✓ Phone# 1244-0529
Last First Initial
ADDRESS 2116 PASH AVE INDIANAPOLIS IND
Number & Street City State
Social Security No. 309-44-6395 Date of Birth 6/15/42 Place of Birth BLUE SPRINGS, MISS.

Check the circumstances under which the employee is reporting for work:

New Hire ✓ Return from Lay-Off _____
Rehired _____ Return from L. O. A. _____

Date Reporting For Work 8/25/65 Starting Salary \$ 1.28 (Hr.) Wk. Mo.

Department ASSEMBLY Job Title _____

Other Hiring Agreements or Remarks: 1.33 in 6 wk + 1.38 in 1 wk

Date 8/25/65 MARY B. BOWEN
Employee's Signature

(U.T. EXONA - 1)
Accounting Dept. Use Only: Payroll: Mo. _____ Wk. _____ Non-Exempt ✓ Exempt _____
Recorded by: _____ Personnel _____

SALARY ADJUSTMENT AND/OR JOB TITLE CHANGE
(On other than Automatic)

Effective _____ Increase from \$ _____ to \$ _____
From _____ To _____
Job Title Job Title

Reason: _____

Approved: _____ Supervisor _____ Director of Operations _____

Treasurer and/or President _____

OFFICIAL EMPLOYER NO. 1-1
Identified ✓
Received ✓
Rejected _____
Disposition 2347/2324
In the matter of Regency Electric
Date 8/22/65 Witness W. B. B. Reporter W. B. B.
No. Pages 2

EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE

Print full name

Mary V Banks

Social Security

Account Number

309-46-6375

Print home address

2116 1st St NW

City

Ind

Zone

State

Ind

EMPLOYEE:

File this form with your employer. Otherwise, he must withhold U. S. income tax from your wages without exemption.

EMPLOYER:

Keep this certificate with your records. If the employee is believed to have claimed too many exemptions, the District Director should be so advised.

HOW TO CLAIM YOUR WITHHOLDING EXEMPTIONS

1. IF SINGLE, and you claim an exemption, write the figure "1" *1*
2. If MARRIED, one exemption each is allowable for husband and wife if not claimed on another certificate.
 - (a) If you claim both of these exemptions, write the figure "2"
 - (b) If you claim one of these exemptions, write the figure "1"
 - (c) If you claim neither of these exemptions, write "0"
3. Exemptions for age and blindness (applicable only to you and your wife but not to dependents):
 - (a) If you or your wife will be 65 years of age or older at the end of the year, and you claim this exemption, write "1"; if both will be 65 or older, and you claim both of these exemptions, write "2"
 - (b) If you or your wife are blind, and you claim this exemption, write the figure "1"; if both are blind, and you claim both of these exemptions, write the figure "2"
4. If you claim exemptions for one or more dependents, write the number of such exemptions. (Do not claim exemption for a dependent unless you are qualified under instruction 4 on other side.) *1*
5. Add the number of exemptions which you have claimed above and write the total *1*
6. Additional withholding per pay period under agreement with employer. See Instruction 1 \$

I CERTIFY that the number of withholding exemptions claimed on this certificate does not exceed the number to which I am entitled.

(Date)

8/25, 1965

42-10-75008-2

(Signed)

Mary V Banks

1. NUMBER OF EXEMPTIONS.—Do not claim more than the correct number of exemptions. However, if you expect to owe more income tax for the year than will be withheld if you claim every exemption to which you are entitled, you may increase the withholding by claiming a smaller number of exemptions or you may enter into an agreement with your employer to have additional amounts withheld.

2. EMPLOYEES WITH TWO OR MORE EMPLOYERS.—If you have more than one employer, you should increase your withholding to an amount nearer your correct income tax by claiming a smaller number or no exemptions on each Form W-4 filed with all employers other than your principal employer.

3. CHANGES IN EXEMPTIONS.—You may file a new certificate at any time if the number of your exemptions INCREASES. You must file a new certificate within 10 days if the number of exemptions previously claimed by you DECREASES for any of the following reasons:

- (a) Your wife (or husband) for whom you have been claiming exemption is divorced or legally separated, or claims her (or his) own exemption on a separate certificate.
- (b) The support of a dependent for whom you claimed exemption is taken over by someone else, so that you no longer expect to furnish more than half the support for the year.
- (c) You find that a dependent for whom you claimed exemption will receive \$600 or more of income of his own during the year (except your child who is a student or who is under 19 years of age).

OTHER DECREASES in exemption, such as the death of a wife

or a dependent, do not affect your withholding until the next year, but require the filing of a new certificate by December 1 of the year in which they occur.

For further information consult your local District Director of Internal Revenue or your employer.

4. DEPENDENTS.—To qualify as your dependent (line 4 on other side), a person (a) must receive more than one-half of his or her support from you for the year, and (b) must have less than \$600 gross income during the year (except your child who is a student or who is under 19 years of age), and (c) must not be claimed as an exemption by such person's husband or wife, and (d) must be a citizen or resident of the United States or a resident of Canada, Mexico, the Republic of Panama or the Canal Zone (this does not apply to an alien child legally adopted by and living with a United States citizen abroad), and (e) must (1) have your home as his principal residence and be a member of your household for the entire year, or (2) be related to you as follows:

Your son or daughter (including legally adopted children), grandchild, stepson, stepdaughter, son-in-law, or daughter-in-law;
Your father, mother, grandparent, stepfather, stepmother, father-in-law, or mother-in-law;
Your brother, sister, stepbrother, stepsister, half brother, half sister, brother-in-law, or sister-in-law;

Your uncle, aunt, nephew, or niece (but only if related by blood).

5. PENALTIES.—Penalties are imposed for willfully supplying false information or willful failure to supply information which would reduce the withholding exemption.

Will Report Mon. 10/21

ON CALL

APPLICATION FOR EMPLOYMENT

PERSONAL INFORMATION

DATE		SOCIAL SECURITY NUMBER	
		312-30-3525	
NAME	COBB	MARY	C.
LAST	FIRST	MIDDLE	
PRESENT ADDRESS	8543	MONTERY RD.	INDIANAPOLIS INDIANA
	STREET	CITY	STATE
PERMANENT ADDRESS	8543	MONTERY RD.	INDIANAPOLIS INDIANA
	STREET	CITY	STATE
PHONE NO.	OWN HOME	RENT	BOARD
DATE OF BIRTH	JULY 17 - 1933	HEIGHT	5-2
		WEIGHT	125
		COLOR OF HAIR	BROWN
		COLOR OF EYES	GREEN
MARRIED		SINGLE	
		WIDOWED	
		DIVORCED	
		SEPARATED	
NUMBER OF CHILDREN	2-9+13	DEPENDENTS OTHER THAN WIFE OR CHILDREN	
		CITIZEN OF U. S. A.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
IF RELATED TO ANYONE IN OUR EMPLOY, STATE NAME AND DEPARTMENT		REFERRED BY	
EMPLOYMENT DESIRED			
POSITION	Electronics	DATE YOU CAN START	Now
		SALARY DESIRED	
ARE YOU EMPLOYED NOW?	No	IF SO MAY WE INQUIRE OF YOUR PRESENT EMPLOYER	
EVER APPLIED TO THIS COMPANY BEFORE?	No	WHERE	WHEN

EDUCATION	NAME AND LOCATION OF SCHOOL	YEARS ATTENDED	DATE GRADUATED	SUBJECTS STUDIED
GRAMMAR SCHOOL	SANBORN'S Trade School			
	SANBORN'S INDIANA	8	1947	
HIGH SCHOOL	Smithville			
	Smithville INDIANA	4	1951	
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				
		Disposition	Identified	
			Received	
			Rejected	

25-67-2347/2224
Case No. OFFICIAL EXHIBIT NO. R-11

SUBJECTS OF SPECIAL STUDY OR RESEARCH WORK

In the matter of Regency Electronics
Date 9/27/66 Witness CEH Reporter hdy
No. Pages /

WHAT FOREIGN LANGUAGES DO YOU SPEAK FLUENTLY?

READ

WRITE

U. S. MILITARY OR NAVAL SERVICE

RANK

PRESENT MEMBERSHIP IN NATIONAL GUARD OR RESERVES

FORMER EMPLOYERS (LIST BELOW LAST FOUR EMPLOYERS, STARTING WITH LAST ONE FIRST)

DATE MONTH AND YEAR	NAME AND ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM <i>March</i>	<i>Home (with) 1st</i>			
TO <i>1959</i>	<i>R.C.H.</i>			
FROM <i>June</i>	<i>Bloomington Indiana</i>		<i>Assembly</i>	<i>Left town</i>
TO <i>1962</i>				
FROM <i>April</i>	<i>Jack's Insurance</i>		<i>Secretary</i>	<i>Resigned</i>
TO <i>1957</i>				
FROM <i>Feb.</i>	<i>Bloomington Indiana</i>			
TO <i>1958</i>				

REFERENCES: GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.

NAME	ADDRESS	BUSINESS	YEARS ACQUAINTED
<i>Bennie Bullock</i>	<i>306 R. Street</i>	<i>House wife</i>	<i>4</i>
<i>Bennie Bullock</i>	<i>602 1st St.</i>	<i>Restaurant Owner</i>	<i>12</i>
<i>Wm. Co.</i>	<i>201 West 7th</i>	<i>House wife</i>	<i>8</i>

PHYSICAL RECORD:

LIST ANY PHYSICAL DEFECTS *none*

WERE YOU EVER INJURED? *no*, GIVE DETAILS

HAVE YOU ANY DEFECTS IN HEARING? *no*

IN VISION? *no*

IN SPEECH? *no*

IN CASE OF
EMERGENCY NOTIFY

C. L. Co.

8543 Morton Rd.

PHONE NO.

I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I UNDERSTAND THAT MISREPRESENTATION OR OMISSION OF FACTS CALLED FOR IS CAUSE FOR DISMISSAL. FURTHER, I UNDERSTAND AND AGREE THAT MY EMPLOYMENT IS FOR NO DEFINITE PERIOD AND MAY, REGARDLESS OF THE DATE OF PAYMENT OF MY WAGES AND SALARY, BE TERMINATED AT ANY TIME WITHOUT ANY PREVIOUS NOTICE.

DATE

SIGNATURE *Mrs. C. Co.*

DO NOT WRITE BELOW THIS LINE

INTERVIEWED BY *Jack's*

DATE *10/16/63*

Dept.

REMARKS:

Husband works at Fidelity Anderson.

Has own car. - Husband works hard & well - lives close.

No baby sitting problem.

NEATNESS

CHARACTER

PERSONALITY

ABILITY

HIRED

FOR DEPT.

POSITION

WILL REPORT

SALARY
WAGES

APPROVED: 1.

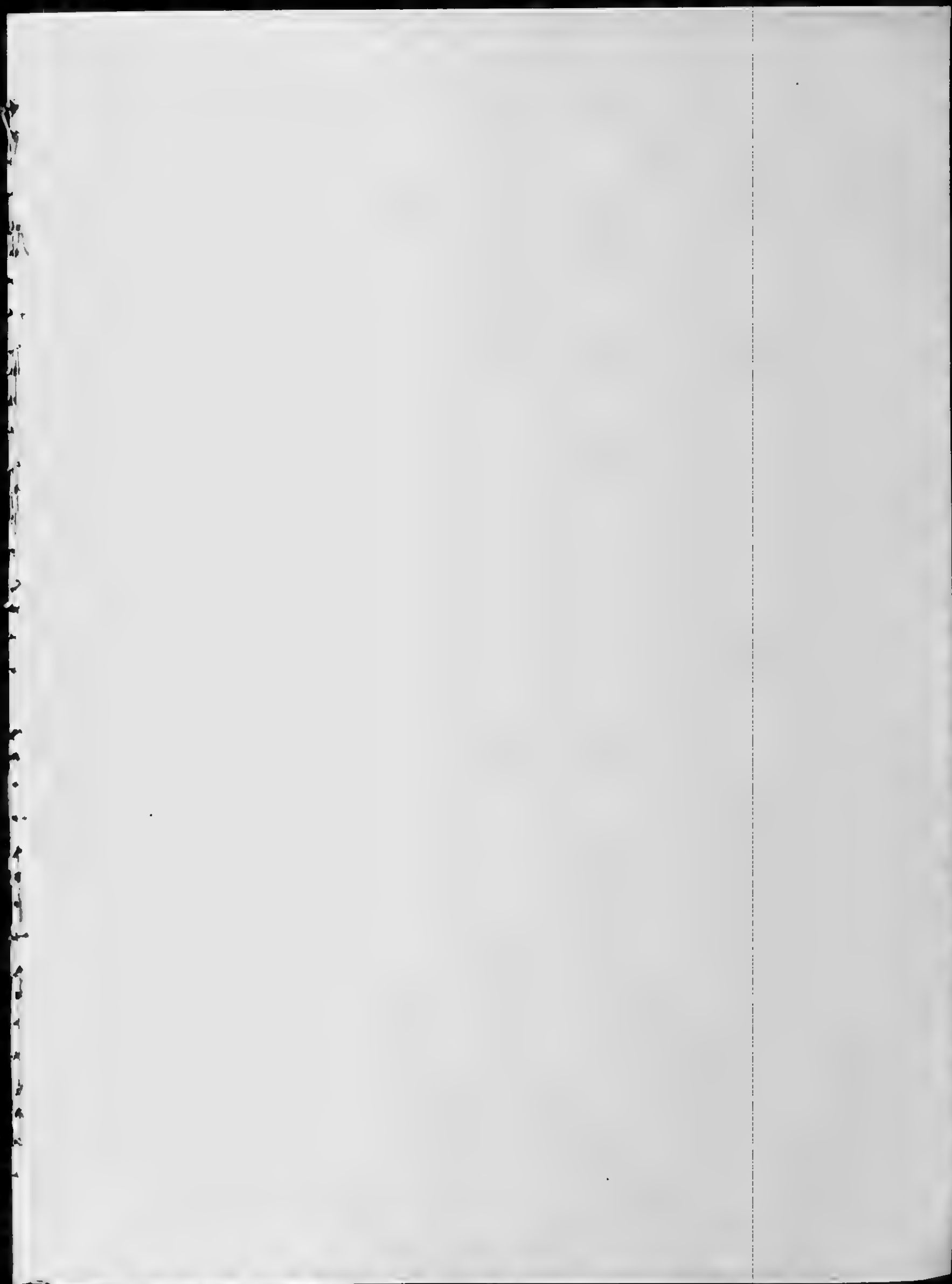
2.

3.

EMPLOYMENT MANAGER

JA 310

GENERAL MANAGER



FEMALE - PRODUCTION

EMPLOYEE	LENGTH OF SERVICE	JOB CLASSIFICATION	1964 ABSENTEEISM		1964 SALES Hrs.	1964 SALES Times	GROUP LEADER RATINGS						FOREMAN RATING	QUALITY CONTROL RATING	OVERALL RATING	DISPOSITION
			Hrs.	Times			1	2	3	4	5	6				
Woodcock, Lilye Ann	2/17/49	Groupleader	16	4	11-1/2	2							BBB	B	3	RETAIN
Hollcraft, Cora L.	5/4/49	Groupleader	30	5	21	2							BBA	A	3	RETAIN
Swallow, Harriett R.	3/17/51	Inspector	50-1/2	8	162	7	3					B	CB	C	3	RETAIN
Pulis, Opal D	10/21/51	Repair Girl	31-1/4	6	1	1	3	B	B	B	C		BB	C	3	TRANS. TO RALEIGH
Moore, Lommie E.	1/14/52	Repair Girl	48	6	28	4							CBB	B	3	RETAIN
Jones, Mary L. LOA	1/21/52	Groupleader	83-6/10	11	436-1/2	(19)							BBB	B	3	TERM. 11/4/65-RESIGNED BEFORE LAY-OFF
Healey, Maxine	10/22/52	Groupleader	111-1/4	10	40	6							BAA	A	4	RETAIN
Hemingway, Irene	2/19/53	Groupleader	33-3/10	8	39-3/10	4							B-B	A	3	RETAIN
Riddle, Elisabeth A.	2/19/53	Groupleader	46-1/2	8	17-1/2	2							BCC	A	3	TRANS. TO RALEIGH
Winstead, Agnes L.	11/3/53	Receiving Stock Clerk	293-1/2	11	16	2							B B	-	3	RETAIN
Kiphart, Betty A.	12/2/54	Tester	68-1/10	10	66-1/2	6							A	C	3	RETAIN
McVay, Alelia A.	12/16/54	Inspector	33-7/10	7	8	1	C				C	D	DD	D	1	TERM.
Cox, Helen P.	2/27/55	Groupleader	77	9	196	10							CBG	A	3	RETAIN
Stock, Mable A.	7/27/55	Groupleader	94-1/2	9	88	9							DDD	C	1	TERM.
Humfleet, Virginia	11/8/55	Groupleader	17-3/4	5	40-3/4	6							ABA	A	4	RETAIN
Rumler, Eleanor	3/15/56	Groupleader	29-1/2	7	31	6							BGB	B	3	RETAIN
Graves, Audrey	9/10/56	Groupleader	22-1/2	4	16-2/10	2							B A	A	4	RETAIN
Carrow, Irene G.	8/5/57	Repair Girl	50	6	24	3			C	C	C		C	B	2	TERM.
Lowe, Marjorie E.	12/13/57	Repair Girl	58-1/2	7	40	3				D	D		C	C	2	TERM.
Martin, Lila D.	6/5/58	Inspector	101-2/10	16	170-6/10	(18)						AA	A	B	4	RETAIN
Kaiser, Catherine L.	7/11/58	Inspector	320-1/2	10	191	12	3						BBB	A	3	RETAIN
Martin, Susan	11/16/61	Inspector	52-4/10	9	66-1/2	8						AA	B	A	4	RETAIN
Ishmael, Ruth	6/25/62	Expert Sub Assembler	20	7	13-1/4	3						B	BB	B	3	RETAIN
Perdue, Mary E.	8/9/62	Inspector	335	12	46-7/10	10	3						BB	C	3	TERM. (ASKED TO BE)
White, Virginia	9/10/62	Repair Girl	64	7	24-8/10	3						BB	B	B	3	RETAIN
Hargraves, Mary	9/18/62	Expert Sub Assembler	54	8	82-1/2	5	3						B	B	3	RETAIN
Daugherty, Dorothy L.	9/27/62	Expert Line Assembler	338-3/10	20	237-3/10	14						CC	C	C	2	TERM.

J.A. 311

25-CP-3347/2380

Disposition _____

Received _____

Refused _____

in the presence of _____

7/1/64 _____

Ref. Page 4

EMPLOYEE	LENGTH OF SERVICE	JOB CLASSIFICATION	1964 ABSENTEEISM		1965 ATTENDANCE	1966 ATTENDANCE	GROUP LEADER RATINGS						FOREMAN RATING	QUALITY CONTROL RATING	OVERALL RATING	DISPOSITION
			Exc.	Times			1	2	3	4	5	6				
True, Etta S. & P	10/14/63	Expert Line Assembler	183-3/4	11	32	5		B	B		B		BB	B	3	RETAIN
Sloan, Shirley C.	10/14/63	Expert Line Assembler	123-2/10	20	79-9/10	(16)						3B	B	B	3	RETAIN
Hager, Carolyn J.	10/28/63	Expert Line Assembler	120-1/2	21	79-1/4	(15)			B	B			CB	B+	3	RETAIN
Feigen, Elmina R.	11/14/63	Sub Assembler	444	18	3-1/2	1	B						BB	B	3	RETAIN
Lanham, Betty J. & P	1/4/64	Sub Assembler	87-6/10	13	63B	(21)				C			B	C	2	TERM.
Grier, Marilyn C.	2/17/64	Expert Line Assembler	233-1/2	18	91-8/10	(15)		C		B	C		C	C	2	TERM.
Weaver, Betty L. H.	3/23/64	Expert Line Assembler	68-2/10	7	19-1/2	4						3B	B	B+	3	RETAIN
Crum, Lucille L. O. & P	3/23/64	Expert Line Assembler	79-1/2	11				C			D		C	C	2	TERM.
Yensel, Herma Lee C.	3/25/64	Receiving Stock Clerk	262	10	33-1/2	4							B B	-	3	RETAIN (TERM. 11-2-65)
Vaughn, Ruth J. & P	3/25/64	Expert Line Assembler	83-1/2	8	109-9/10	6						3-3+	A	A	4	RETAIN
Yates, Lillian L.	3/30/64	Expert Sub Assembler	89-3/4	10	179-3/10	(18)					D		DD	D	1	TERM.
Harlson, Reber M.	4/2/64	Expert Line Assembler	32-7/10	9	91-1/4	8		B	B	B	C		BB	B	3	RETAIN
Bailey, Minnie L. & P	4/8/64	Line Assembler	62	11	93-1/4	(15)		C	D	D			CD	C	1	TERM.
Elmore, Eva G.	4/28/64	Expert Line Assembler	53-1/4	9	246-1/4	(25)	B	C			B		BC	B	3	TERM.
Woods, Jacquelyn K. & P	5/4/64	Line Assembler	162-1/4	17	217-1/2	(28)		C			C		DD	C	2	TERM.
Bruce, Marguerite & P	5/4/64	Line Assembler	23-1/2	3	40-1/4	3		B	C	C	C		C	C	2	TERM.
Vaughn, Ruby L. & P	5/12/64	Expert Line Assembler	44	6	79-1/2	6		C		B	C		C	C	2	TERM.
Morrow, Glenna C.	5/12/64	Expert Line Assembler	72	10	205	(16)		B	B		C		CC	C	2	TERM.
Sarden, Johnnie T.	5/15/64	Line Assembler	161-1/2	13	54-3/10	11		C			C		CC	C	2	TERM.
Ward, Annette U.	5/19/64	Expert Line Assembler	142-1/4	17	190-1/4	(17)							BB	B	3	RETAIN
Estrada, Alice U.	5/25/64	Expert Line Assembler	64	10	474-6/10	(20)						CB	B	B	3	RETAIN
Hudgins, Rosemary U.	5/25/64	Expert Sub Assembler	101	8	77-1/2	10				B			BB	C	3	RETAIN
Starks, Lois A. & P	5/25/64	Expert Line Assembler	102-1/2	9	106-3/4	(16)				C			CC	C	2	TERM.
Prather, Louise U.	7/6/64	Expert Line Assembler	35	4	80	9		B	B		B		BB	B	3	RETAIN
Napier, Alma M.	7/6/64	Cust. Serv. Expeditor	13	3	49-1/2	7							B	-	3	RETAIN
Grizzel, Carolyn & P	7/6/64	Expert Line Assembler	64-1/2	7	95-1/2	9		C	C	C	C		CC	C	2	TERM.
Dunahoo, Glenna R. & P	7/6/64	Expert Line Assembler	48-3/4	7	61-3/4	9		C	C		C		CC	C	2	TERM.
Officer, Betty M. C. & P	10/23/64	Line Assembler	69-6/10	6	96-1/2	13		B		B			CB	C	3	RETAIN
Lawrence, Rose M. & P	11/7/64	Expert Line Assembler	52	2	90-1/4	9				C			CC	C	2	TERM.

✓ JA-312

EMPLOYEE	LENGTH OF SERVICE	JOB CLASSIFICATION	1964 ABSENTEEISM		1965 AES Pts.	GROUP LEADER RATINGS						FOREMAN RATING	QUALITY CONTROL RATING	OVERALL RATING	DISPOSITION
			Hrs.	Times		1	2	3	4	5	6				
Lawing, Mattie EEE	10/8/62	Inspector	71-8/10	8	346-2/10 (16)						C	C	C	2	TERM.
Cork, Vivian FFF	10/10/62	Repair Girl	71	15	266 (21)						CB	B	A	3	RETAIN
King, Wanda F. GGG	10/10/62	Inspector	44-1/2	7	37-4/10 3				B	C	C	BC	B	3	RETAIN
Dostin, Alice HHH	1/14/63	Expert Line Assembler	66-1/2	7	92 10		B	C	A			CB	B	3	RETAIN
Hawkins, Lillian III	1/28/63	Expert Sub Assembler	87-1/10	11	123 10		D					CD	C	1	TERM.
Story, Thelma JJJ	2/25/63	Expert Sub Assembler	41-5/4	8	4 2		C					C	B	2	RETAIN
Buoy, Patricia M. KKK	3/11/63	Inspector	117-1/2	17	71-7/10 11				A	B		BC	C	3	RETAIN
Bruce, Mary M. LLL	3/11/63	Quality Control Inspector	85-1/4	18	128 (22)							B B	B	3	RETAIN
Cramer, Myrtle MMM	3/25/63	Expert Sub Assembler	70	9	16 2		B					B C	B	3	RETAIN
Kumkowski, Ellen NNN	4/1/63	Expert Sub Assembler	173	15	259 13		C		C			DD	D	1	TERM.
Moore, Lucille OOO	4/16/63	Expert Line Assembler	244-3/4	24	425-7/10 (24)						BS	B+ A	B+	3	RETAIN
Hall, Ann I. PPP	4/22/63	Tester	175	17	202 (18)							BB	B	3	RETAIN
Dunn, Geneva QQQ	4/30/63	Expert Sub Assembler	101-1/2	10	154 (16)		C		D	C		DD	C	1	TERM.
Safranek, Vera I. RRR	6/3/63	Expert Line Assembler	20-8/10	5	24-2/10 3		B	C				CB	B	3	RETAIN
Farnham, Imogene SSS	6/3/63	Inspector	125-8/10	11	144-2/10 11						CC	C	B	2	TERM.
Barlow, Betty TTT	6/5/63	Sub Assembler	79-1/2	12	80 7		C					C	C	2	TERM.
Farmer, Charlotte UUU	6/6/63	Inspector	69	11	145-1/2 13							BA	B	3	RETAIN
Mobley, Ruth VVV	6/12/63	Sub Assembler	313-1/2	17	168 12		B					B	B	3	RETAIN
Dupree, Norma WWWW	6/13/63	Expert Line Assembler	206-2/10	15							CC	D	C	2	TERM.
Helton, Clara J. XXX	7/22/63	Expert Line Assembler	109-1/2	15	45-9/10 8						BB	B	B	3	RETAIN
Lawrence, Irene YYY	9/16/63	Line Assembler	67-1/2	9	192 13		B	C	D	D		DD	C	1	TERM. 10-20-65
Carpenter, Darlene ZZZ	9/16/63	Expert Line Assembler	98	10	43 4				A	B+		A	A	3+	RETAIN
Coomes, Imogene AAAA	9/30/63	Expert Sub Assembler	111	18	159-1/2 11						L	CC	C	2	TERM.
Disborough, Angeline L. BBBB	9/23/63	Expert Sub Assembler	22-1/2	6	29-1/2 6		B					BB	B	3	RETAIN
Stackhouse, Evelyn CCCC	9/23/63	Cust. Serv. Expeditor	48-1/4	6	59 3							A	-	4	RETAIN
Bryant, Marie Jane DDDD	9/23/63	Expert Line Assembler	124-1/2	21	522-1/2 (23)		C		B	C		C	C	2	TERM.
Stanley, Barbara EEEE	9/24/63	Sub Assembler	68-1/4	7	10-4/10 4		B					BB	B	3	RETAIN
Prince, F. Louise FFFF	9/25/63	Expert Line Assembler	87-9/10	24	100-1/2 (20)			B		B		CC	B	3-	TERM.
Parham, Mildred GGGG	9/27/63	Expert Line Assembler	94-1/4	12	28-4/4 11		B		B	B		BC	B	3	RETAIN

J.A. 313

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EMPLOYEE	LENGTH OF SERVICE	JOB CLASSIFICATION	1964 ABSENTEEISM		1965 ABSENTEEISM	1966 ABSENTEEISM	GROUP LEADER RATINGS						FOREMAN RATING	QUALITY CONTROL RATING	OVERALL RATING	DISPOSITION
			Hrs.	Times			1	2	3	4	5	6				
Sparks, Mary E. HHHH	11/18/64	Expert Line Assembler	58	4	77	6				C			CC	C	2	TERM.
Rhodes, Nancy E. IIII	11/21/64	Line Assembler			10-1/2	2		B	B				BB	B	3	RETAIN
Barnes, Wanda L. JJJJ	11/24/64	Line Assembler	44	3	74-14	3						B	CB	B	3	RETAIN
Fox, Patricia LAKKKK	12/2/64	Expert Line Assembler	44	2	312-16	14		D				D	C	C	1	TERM.
* Williamson, Varnell LLLL	7/15/65	Sub Assembler			0	0		B					BC	—	3	Term. (10-22-65)
Nicholas, Kay J. MMMM	7/15/65	Sub Assembler			8-1/2	1		B		C			BB	—	3	RETAIN
West, Lorna P. NNNN	7/19/65	Sub Assembler			38-14	6						B	CB	—	3	RETAIN
Bradford, Joycie D. OOOO	7/19/65	- Inspector			5	2	B				B		AB	A	3	RETAIN
Sexton, Mary C. PPPP	8/18/65	Sub Assembler			36	4		C					CC	—	2	TERM.
McCrackin, Celestine Q. QQQQ	8/19/65	Sub Assembler			0	0		C					CC	—	2	TERM.
Banks, Mary V. RRRR	8/25/65	Sub Assembler			8	1		C					CC	—	2	TERM.
Fee, Beatrice E. SSSS	8/25/65	Sub Assembler			36-1/10	2		B			B		BC	—	3	RETAIN
Cobb, Mary C. TTTT	9/2/65	Expert Sub Assembler			0	0		B			C		CC	—	2	TERM.
Shaffer, Fern G. UUUU	9/7/65	Sub Assembler			25	5		B					CC	—	2	TERM.
Richards, Mary E. VVVV	9/7/65	Sub Assembler			7	3		B					CC	—	2	TERM.
Collins, Cora B. WWWW	9/7/65	Sub Assembler			12	2		B			B		CB	—	3	RETAIN
Cole, Lois M. XXXX	9/7/65	Sub Assembler			7	2		C					CC	—	2	TERM.
Box, Josephine YYY Y	9/7/65	Sub Assembler			0	0		C					CC	—	2	TERM.
* Shelton, Sandra K. LOA ZZZZ	12/13/64	Sub Assembler	34	7	296-44	12		C				D	D	—	1	TERM.

J.A. 314

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JOINT APPENDIX

In the
UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 21,600

INTERNATIONAL UNION OF ELECTRICAL RADIO
AND MACHINE WORKERS, AFL-CIO,

Petitioner

v.

NATIONAL LABOR RELATIONS BOARD

Respondent

and

REGENCY ELECTRONICS, INC.,

Intervenor

United States Court of Appeals
for the District of Columbia Circuit

No. 21,075

REGENCY ELECTRONICS, INC.,

Petitioner

v.

Nathan J. Paulson
CLERK

NATIONAL LABOR RELATIONS BOARD,

Respondent

and

INTERNATIONAL UNION OF ELECTRICAL RADIO
AND MACHINE WORKERS, AFL-CIO

Intervenor

ON PETITION TO REVIEW AND ON PETITION
TO ENFORCE AN ORDER OF THE NATIONAL
LABOR RELATIONS BOARD

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VOLUME I

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Region Twenty-Five

* * * * *

In the Matter of:

REGENCY ELECTRONICS, INC.

and

INTERNATIONAL UNION OF ELECTRICAL,
RADIO, AND MACHINE WORKERS,
AFL-CIO

and

REGENCY EMPLOYEES INDEPENDENT
UNION

* * * * *

Hearing Room - Sixth Floor
I. S. T. A. Center
Indianapolis, Indiana
Wednesday, July 6, 1966

Pursuant to notice, the above-entitled matter came on for
hearing, at 9:45 o'clock a.m.

BEFORE:

ARTHUR M. GOLDBERG, Esq. - TRIAL EXAMINER.

APPEARANCES:

MILFORD R. LINESAND, Esq.
and
ARTHUR G. LANKER, Esq.

Sixth Floor, I. S. T. A. Center,
150 West Market Street,
Indianapolis, Indiana, appearing
on behalf of the General Counsel,
National Labor Relations Board.

MR. EARNEST J. RUTHERFORD
MARILYN ROSE (In absentia)

2138 East 52nd Street,
Indianapolis, Indiana; and
1126 16th Street N.W., Washington,
D. C., appearing on behalf of the
Charging Party.

1 CHARLOTTE FARMER 35 East 34th Street, Indianapolis,
2 Indiana, appearing on behalf of the
Party of Interest.

3 RICHARD P. TINKHAM, Jr., Esq. 815 Merchant's Bank Building,
and Indianapolis, Indiana;
4 JAMES K. SOMMER, Esq.

5 DWAYNE M. BERNER 7900 Pendleton Pike, Indianapolis,
6 Indiana, appearing on behalf of the
Respondent.

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1 think. They, of course, are a Party of Interest in this matter, and they
2 have something very definitely to lose. They're sort of the unfortunate
3 bystander between the International Union of Electrical, Radio, and
4 Machine Workers and the Respondent, and I don't think that either the
5 International or Regency Electronics, Inc. can take the position that
6 they'll represent the Independent's interest.

7 And as far as the Company is concerned, if a staff
8 member of the Board were assigned to represent their interest it
9 would be all right with us. So far as we know they're just in here.

10 TRIAL EXAMINER: Mr. Tinkham, nobody can tell them
11 to get a lawyer. They've had sufficient notice of these proceedings.
12 I notice that these proceedings have been pending for a long, long,
13 long, unreasonable time. I think they've had enough time, and I don't
14 intend to spend one additional minute giving them time to find an
15 attorney or other representative. They've had all the time they need to
16 make that decision.

17 Mr. Lanker, are you ready to go ahead?

18 MR. LANKER: Yes, sir.

19 At this time I would offer into evidence the formal
20 papers. I don't think the parties have finished looking at them. I know
21 the representative of the Charging Party has. I don't think that Mr.
22 Tinkham has.

23 These documents, I might state for the record, are marked
24 for identification as General Counsel's Exhibits 1-A through and
25 including General Counsel's 1-YY, General Counsel's 1-YY being an

1 Index and Description of the entire exhibit.

2 (Whereupon, the documents, above
3 referred to, were marked General
4 Counsel's Exhibits Nos. 1-A through
1-YY, inclusive, for identification.)

5 TRIAL EXAMINER: Mr. Tinkham, would you like a few
6 minutes to go through that?

7 MR. TINKHAM: Yes, sir; if I could have it.

8 TRIAL EXAMINER: Off the record.

9 (Discussion off the record.)

10 TRIAL EXAMINER: On the record.

11 Before we get an offer on the formal papers --

12 Well, let's get the offer. Go ahead, Mr. Lanker.

13 MR. LANKER: I will offer at this time the previously
14 identified formal documents.

15 TRIAL EXAMINER: Any objection?

16 MR. TINKHAM: No.

17 TRIAL EXAMINER: The formal documents are
18 received.

19 (Whereupon, the documents, heretofore
20 marked General Counsel's Exhibits
21 Nos. 1-A through 1-YY, inclusive, for
identification, were received in
evidence.)

22 TRIAL EXAMINER: It appears in examining these
23 documents, Mr. Tinkham, that the original complaint was served on
24 Regency Employees Independent Union, attention-Mr. George Rose,
25 attorney, and that your original Answer in 2347 was similarly served

1 on Regency Employees Independent Union, attention Mr. George Rose,
2 attorney.

3 So that in one way or another the Independent Union has
4 had associated with it an attorney, so that I don't think that we need to
5 express a concern at the moment that they have not had the opportunity
6 for having representation.

7 MR. TINKHAM: Well, the concern I expressed on behalf
8 of the Company in suggesting willingness to take somebody from the
9 Board as a representative of the Independent has to do with what I
10 gather is probably a lack of funds to pay an attorney that would appear in
11 this hearing. And I don't think the Independent Union should be penalized
12 by the fact that they haven't got funds with which to proceed. It appears
13 as though the International Union's cause is going to be fought here by
14 two attorneys. I don't know why the Independent can't be represented by
15 at least one.

16 TRIAL EXAMINER: Mr. Lanker.

17 MR. LANKER: Well, Mr. Examiner, I think Mr. Tinkham
18 is aware that for sometime now the R. E. I. U. has been represented
19 by George Rose, an attorney here in town, and that this man has on
20 behalf of the R. E. I. U. intervened in the representation case, which
21 has since been dismissed because of this case, and has drafted for them
22 a constitution consisting of many pages, a very elaborate constitution;
23 that this same George Rose apparently has prepared for this R. E. I. U.
24 at least three handbills that we know of, there were probably at least 300
25 of these circulated by the R. E. I. U.; the constitution of the R. E. I. U.

1 allegedly provides for dues.

2 The R. E. I. U. in short has had money, allegedly had
3 money to come forward before. We see no reason why they don't have
4 the money now.

5 TRIAL EXAMINER: Well, Mr. Tinkham, it's not a
6 question of money. I think we have more of a legislative than of an
7 administrative problem here. The Congress of the United States has
8 not adopted a Public Defender Statute, and the procedures ordinarily do
9 not provide what you suggest by the agencies, which might be a proper
10 thing for the Congress to do.

11 I think also you misconceive the functions of the General
12 Counsel in this case. The Charging Party is represented by his own
13 representative. The General Counsel represents the people of the
14 United States. If at anytime he goes beyond that function, either you
15 or I should call it to his attention.

16 MR. TINKHAM: Well, your Honor, if I might, and I'll
17 probably call you that because of my court room procedures, I've
18 probably in six months not had more than one conversation with the
19 General Counsel about the interest of the so-called Independent Union.
20 I've had plenty of conversations, as a matter of fact some several
21 months talk on behalf of the International Union, but none on behalf of
22 the Independent.

23 I happen to believe they simply don't have the funds with
24 which to proceed in this proceeding. I don't seen why a Board
25 representative, it doesn't even have to be a lawyer, just someone who

1 is familiar with Board procedure, can't sit in here and give them some
2 idea as to what to do, and possibly assist them in calling witnesses.

3 I consider it as being an unfair labor practice if we
4 intervene and try to assist the Independent Union in any way, shape, or
5 form.

6 I am merely expressing my concern. I don't agree that the
7 Statute prescribes the Government from preventing someone to represent
8 the Independent Union's interest. They're a Party of Interest, they're
9 here, they have an interest in this proceeding, and they should be
10 represented.

11 TRIAL EXAMINER: They are free to have their
12 representative appear and make his appearance.

13 Continue, Mr. Lanker.

14 MR. LANKER: Thank you.

15 At this time, Mr. Examiner, I will request that the
16 Counsel for Respondent, Mr. Tinkham, and Mr. Sommer, produce,
17 pursuant to my notice to produce, the stenographic and/or notes or
18 transcriptions prepared on or about September 7, 1965 during a
19 speech made by Dwayne Berner to employees, together with a
20 transcript or record made from such stenographic notes or
21 transcriptions.

22 I've served this notice, and it appears in the formal
23 papers.

24 MR. TINKHAM: Mr. Hearing Officer, to save time, we'll
25 admit that Regency Electronics was served with such a subpoena to

1 Electronics, Inc.

2 TRIAL EXAMINER: All right.

3 Now, Mr. Berner made a speech, and a transcript or
4 stenographic record was made of that speech.

5 MR. TINKHAM: Right.

6 TRIAL EXAMINER: Now, you are claiming the work
7 product privilege of an attorney for a speech made by Mr. Berner and
8 recorded by a secretary?

9 MR. TINKHAM: Recorded not by a secretary, by a
10 stenographer employed by us, sent out there at our request, and who
11 will --

12 TRIAL EXAMINER: Did you write this speech?

13 MR. TINKHAM: Did I write this speech? No.

14 TRIAL EXAMINER: You did not.

15 MR. TINKHAM: No.

16 TRIAL EXAMINER: Did Mr. Sommer write the speech?

17 MR. TINKHAM: No, he did not.

18 TRIAL EXAMINER: Did either of you have any -- did
19 either of you edit the speech?

20 MR. TINKHAM: Mr. Berner discussed the speech, what
21 he was going to say, with me personally. Certain things in the speech,
22 that he wanted to put in the speech, I took out; certain comments that he
23 wanted to make in the speech were changed by me. Insofar as reading
24 the speech is concerned from a written document, he did not. I think
25 he made some notes and memorized somewhat of an outline and proceeded

1 on that basis. But we did assist him in the preparation of the speech.
2 However, Mr. Hearing Examiner, the privilege - the work product
3 privilege, if it doesn't apply there, or if it does apply there - of course,
4 that answers it. If it does apply there, it applies to our ability as
5 lawyers to employ a stenographer to take down the minutes -- excuse
6 me -- to take down what he is - what is being said by Mr. Berner for
7 our records, not for the company records. And it is something that is
8 part of our total preparation for this proceeding.

9 TRIAL EXAMINER: Let me understand. You are,
10 however, stating for the record that it is your intention to introduce
11 this transcript.

12 MR. TINKHAM: Yes, sir; at the beginning of our case.

13 TRIAL EXAMINER: At the beginning of your case.

14 MR. TINKHAM: Yes, sir.

15 TRIAL EXAMINER: So that in any event the work
16 product rule is not being raised here as a bar to admitting this
17 material at any point in the proceeding.

18 MR. TINKHAM: No, sir. We just reserve the right to
19 introduce it during our case.

20 TRIAL EXAMINER: In making my ruling I am not relying
21 on the work product rule, which I do not believe applies in this
22 instance.

23 However, I will rule that if you choose, and it is your
24 choice not to produce subject to this notice of General Counsel, I will
25 accept secondary evidence, and under the cases I will refuse your

1 MR. LANKER: "5(f) --

2 TRIAL EXAMINER: Off the record.

3 (Discussion off the record.)

4 TRIAL EXAMINER: On the record.

5 In an off-the-record discussion the Trial Examiner asked
6 Counsel for General Counsel why this amendment was being made at this
7 late date. Counsel for General Counsel explained that this allegation,
8 the evidence in support of it was discovered in discussing the case with
9 the discriminatees.

10 Counsel for Respondent opposes the amendment.

11 I would be inclined to sustain Counsel for Respondent, and
12 will sustain him on any amendments except that in this case the
13 allegation is so close to the allegations of Paragraph 5 of the
14 complaint in 2347 as not to prejudice the Respondent, in my opinion,
15 in their preparation of the case.

16 Accordingly, I will permit the amendment. And if
17 Counsel for Respondent wishes, I will permit his Answer to deny this
18 allegation as well.

19 MR. TINKHAM: For the record, Mr. Hearing Examiner,
20 I have the feeling this is a new charge, and it is something that - that's
21 why I examined paragraph 5 during the recess, to see if it wasn't
22 merely evidentiary. It would occur to Counsel that it is not evidentiary,
23 and relates to a new and distinct activity on the part of Mr. Berner,
24 and is not evidentiary, and, therefore, we would oppose it.

25 TRIAL EXAMINER: My ruling stands.

1 MR. LANKER: I want to also move, if it's necessary to
2 move, to correct one of the names in the second complaint, 2384. The
3 name in the second column at the bottom now reads "Price", whereas
4 the correct spelling, I think there's no question, is "Prince".

5 MR. TINKHAM: No objection.

6 TRIAL EXAMINER: The amendment is accepted.

7 MR. LANKER: Thank you.

8 TRIAL EXAMINER: Are you ready to proceed, Mr.
9 Lanker?

10 MR. LANKER: Yes, sir.

11 At this time I would call as my first witness Charlotte
12 Farmer.

13

14 Whereupon,

15 CHARLOTTE FARMER

16 a witness called by and on behalf of the General
17 Counsel, being first duly sworn, was examined,
18 and testified as follows:

19 TRIAL EXAMINER: Please state your name and address
20 for the Reporter.

21 THE WITNESS: Charlotte Farmer, 645 East 34th Street,
22 Indianapolis.

23 TRIAL EXAMINER: Before you proceed with this witness,
24 I think we had better lay down some ground rules, gentlemen. I will
25 permit direct examination of a witness by only one counsel for the party

1 calling that witness. I will permit cross-examination of the witness by
2 only one attorney appearing for a party. The order of examination will
3 be - on General Counsel's witnesses, direct by General Counsel, direct
4 examination by the Charging Party, cross-examination by one attorney
5 for Respondent, and, except in this case, cross-examination by the
6 representative of the Party of Interest.

7 If the Charging Party calls any witnesses, the only change
8 will be a reversal of the position of Charging Party and the General
9 Counsel. Similarly we will have equivalent procedure in the case of
10 witnesses called by the Respondent and by the Party in Interest.

11 Proceed, Mr. Lanker.

12 MR. LANKER: Thank you.

13 DIRECT EXAMINATION

14 BY MR. LANKER:

15 Q You live in Indianapolis, Indiana?

16 A I do.

17 Q And are you presently employed?

18 A Yes, I am.

19 Q And by whom?

20 A Regency Electronics.

21 Q Incorporated is part of their name?

22 A Yes.

23 Q And how long have you been employed by Regency
24 Electronics, Incorporated?

25 A For three years.

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from the original

1 Q And would that be the last three years, roughly; the last
2 three years, that you've been employed by them?

3 A Yes.

4 Q Continuously?

5 A Yes.

6 Q And do you know Mr. Tinkham?

7 A I've seen him. I don't know him personally.

8 Q Have you had occasion to meet with him with respect to
9 this case?

10 A No.

11 Q Have you talked over your testimony with anyone?

12 A My attorney.

13 Q And who is that?

14 A George Rose.

15 Q And have you ever heard of an organization known as
16 Regency Employees Independent Union?

17 A Yes, sir.

18 Q And do you have -- do you hold any membership in that
19 organization?

20 A Yes, I do.

21 Q And when did you first become a member of that
22 organization?

23 A October 7th, 1965.

24 Q And state whether or not you've held any office in that same
25 organization.

1. A Yes; I am acting president.

2 Q And how long have you been acting president?

3 A Since 1965, October the 7th.

4 TRIAL EXAMINER: Excuse me. Is that October 7th?

5 THE WITNESS: Yes.

6 BY MR. LANKER:

7 Q And how were you designated acting president on October
8 7th, 1965?

9 A Well, the ones that were in this with me, they felt, in a
10 sense - well, that they couldn't, not necessarily, say talk, but since I
11 was one of the instigators, why not let me go on and be acting president.
12 And I declined. And they said they wouldn't do it. So I said someone
13 had to do it, so okay, if you want me, I'll do it.

14 Q So you agreed to do it.

15 A Yes, I did.

16 Q There was or was not an election at that time, that is an
17 election for that position?

18 A On October 7th, yes.

19 Q They elected you to that position?

20 A Yes, sir.

21 Q And how long have you continued to hold that office of
22 acting president?

23 A Ever since.

24 Q Ever since?

25 A Because --

1 Q And what are your duties in that capacity?

2 A Well, at present not too much. Just hold meetings, and get
3 together, and get poopsheets if we need them, and get them to the
4 printers, and see that they are back and distributed in the right places,
5 which is at the plant on Pendleton Pike and the one on Franklin Road.

6 Q Is there any other official who holds a higher position in the
7 Regency Employees Independent Union than yourself?

8 A No. The president, vice-president, secretary, and
9 treasurer.

10 Q Who is the vice-president?

11 A Jack Tharpe.

12 Q T-h-a-r-p?

13 A T-h-a-r-p-e.

14 Q And how long has Jack Tharpe been vice-president?

15 A Well, he said that he would take the office on October 7th,
16 1965, and he was called, but he wasn't present at the meeting.

17 Q State whether or not he has served as vice-presidence at
18 all times since October 7th, 1965?

19 A As far as I know he never has said he declined.

20 Q And you mentioned a secretary?

21 A Yes.

22 Q Who is the secretary at this time?

23 A Annette Ward.

24 Q Is that W-a-r-d?

25 A That's correct.

- 1 Q And when did Annette Ward become secretary of the
2 R. E. I. U. ?
- 3 A October 7th, 1965.
- 4 Q And has she served at all times in that capacity since
5 October 7th, 1965?
- 6 A Right.
- 7 Q And did you mention a treasurer?
- 8 A Yes.
- 9 Q Who is your present treasurer?
- 10 A Betty Kiphart.
- 11 Q Would you spell that for the record, please?
- 12 A K-i-p-h-a-r-t.
- 13 Q And how long has she been the treasurer of your
14 organization?.
- 15 A Since October 7th, 1965.
- 16 Q And has she served at all times since October 7th, 1965 in
17 that capacity?
- 18 A Yes.
- 19 Q Now, you mentioned that you were one of the instigators.
20 I assume that there were others.
- 21 A Yes.
- 22 Q Who were these others?
- 23 A Virginia Humfleet, and Maxine Healey --
24 TRIAL EXAMINER: Healey?
25 THE WITNESS: Yes. H-e-a-l-e-y.

1 A (Continued) -- and Betty Kiphart.

2 BY MR. LANKER:

3 Q This is the same Betty Kiphart you mentioned earlier?

4 A Yes.

5 Q And this Humfleet, would you spell her name for the
6 record?

7 A H-u-m-f-l-e-e-t.

8 Q Thank you.

9 A Uh huh.

10 Q Were you going to mention others as being instigators?

11 A Well, there was more, I mean not necessarily as
12 instigators, but they went along with the program that we were trying
13 to get, and get information that we needed in order to form this
14 organization.

15 Q Would Annette Ward be one of those persons that you just
16 described?

17 A No.

18 Q Would Ray Warren be one of those persons that you just
19 described?

20 A Yes.

21 Q Is that -- His first name is R-a-y?

22 A Ray, yes.

23 Q And his last name is spelled W-a-r-r-e-n?

24 A That's right.

25 Q He was one of the instigators?

- 1 A Yes.
- 2 Q Back in October, 1965?
- 3 A Yes.
- 4 Q And Glen Pulis. Have you heard of him?
- 5 A Yes. Opal and Glen Pulis.
- 6 Q Would you spell that last name?
- 7 A P-u-l-i-s.
- 8 Q That's husband and wife. Is that correct?
- 9 A Correct.
- 10 Q And state whether or not each of those persons, Glen Pulis
- 11 and Opal Pulis, state whether or not they were instigators.
- 12 A Yes.
- 13 Q And state whether or not they were instigators back in
- 14 October, 1965.
- 15 A October 7th, 1965.
- 16 Q They were instigators at that time?
- 17 A We were all together.
- 18 Q And Annette Ward, state whether or not she participated
- 19 in any way in the formation of your organization, R. E. I. U.?
- 20 A She took over as secretary.
- 21 Q And I believe you testified earlier that was in October,
- 22 1965.
- 23 A Yes.
- 24 Q You say you've worked there three years?
- 25 A That's right.

1 know. But the question come up that a group leader could not belong to
2 any union because of the fact that they had the power to suggest firing,
3 or suggest that you could be terminated, you know.

4 Q Who brought this question up?

5 A Well, some of the I. U. E. members.

6 There was a discussion that they could recommend the
7 girls to be fired, and they said that they could not recommend anybody
8 to be fired.

9 Q Who said this?

10 A Virginia Humfleet, for one, stated it.

11 Q That she could not recommend that anyone be fired?

12 A No. She didn't have anything to do with it.

13 Q How about Maxine Healey; did she say anything?

14 A Yes.

15 Q What did she say?

16 A She didnt have anything to do with it.

17 Q How about Elisabeth Riddle?

18 A I never got that far in asking her.

19 Q Did you ever work in a group under Maxine Healey or
20 Virginia Humfleet?

21 A I never worked for any one of them. I worked for
22 Elisabeth Riddle. She was my group leader.

23 Q And what did she do as a group leader in respect to you,
24 if anything?

25 A Well, she saw that I was busy. If my job run out, she'd

- 1 get me another one, place me some place else, as long as I was
2 inspecting. And this is all I done. If one of the girls was off, I would
3 sit in on her position. She stayed with me until she felt that I could go
4 along by myself, to keep the production going.
- 5 Q Is that what she did --
- 6 A Yes.
- 7 Q -- Riddle did?
- 8 A Yes.
- 9 Q Kept the production going?
- 10 A To help me keep production going.
- 11 Q How many people did she have besides you?
- 12 A Well, at the time there was Pat Cooley -- I can't remember
13 the last names of some of the girls. Mattie.
- 14 Q About how many were there?
- 15 A Oh, I don't know; roughly, maybe about five or six.
- 16 Q Five or six inspectors?
- 17 A Maybe.
- 18 Q Do you know whether or not Virginia Humfleet had a bigger
19 group than this?
- 20 A What do you mean when you say bigger group?
- 21 Q Well --
- 22 A Oh. She run a line.
- 23 Q Well, how many would be on a line that she run?
- 24 A It varied.
- 25 Q Could you tell us from what to what?

1 A No, I can't say exactly. I don't know if it was seven or
2 eight or what.

3 Q And how about Maxine Healey?

4 A Maxine was over coils.

5 Q She was over coils?

6 A Coils.

7 Q And is coils an area of production?

8 A I don't know how that procedure goes.

9 Q Okay. Do you know approximately how many employees
10 work in coils?

11 A No; I can't say.

12 Q Now, you mentioned something that one or more of these
13 people - Healey, Humfleet, or Riddle - told you with respect to being
14 called into the office. I didn't understand your testimony in that
15 respect.

16 A We were at a meeting of the R. E. I. U., and I asked
17 Virginia to explain this. And it was stated some of the girls were
18 talking that group leaders didn't have any business being in the
19 R. E. I. U., because they could suggest, or get someone fired.

20 And I asked her to explain that to the group at the time,
21 and she says, "Well, I don't know who would tell you that, because
22 we don't, and we can't." She said usually if, maybe a girl's attitude,
23 or so forth, maybe had, you know not been up to par, maybe they'll
24 be called on the carpet, or something, and given a talking to.

25 "But other than that," she said, "no, I can't be held for

1 firing or recommending anyone be fired".

2 Q Well, do I understand you that Virginia Humfleet told you
3 that she would give a talking to an employee, an employee who had a bad
4 attitude? Was that what she told you?

5 A She wouldn't give a talk. She wouldn't give a talk, no. You
6 don't follow me.

7 Q All right. Would you tell me again who gave the talk to
8 them?

9 A No one. I'm saying she could do this possibly if someone's
10 attitude wasn't up to par, she could maybe suggest to Mr. Montague,
11 and Mr. Montague a lot of times, if some of the girls were dissatisfied,
12 or something, they would go in and talk to him.

13 TRIAL EXAMINER: Can we spell that name, please?

14 BY MR. LANKER:

15 Q Can you spell --

16 THE WITNESS: That, I can't say. It's M-o-n ---

17 SPECTATOR: M-o-n-t-a-g-u-e.

18 TRIAL EXAMINER: And who is Mr. Montague?

19 THE WITNESS: He was Plant Foreman.

20 TRIAL EXAMINER: Thank you.

21 You were saying they could suggest something to Mr.
22 Montague.

23 THE WITNESS: Yes.

24 A (Continued) I had difficulty with a lady, and she wanted
25 to tell me how to do my job, and I complained to my group leader, and

1 my group leader complained to the foreman. The foreman suggested that
2 we both come in, and let's get it straightened out.

3 So he jacked her up and told her to tend to her business and
4 do her job, and let me do mine.

5 So this is what I mean.

6 BY MR. LANKER:

7 Q Montague jacked up the employee involved?

8 A Yes. In simple language.

9 Q And you mentioned something about this Virginia
10 Humfleet kept you busy. Was that the way --

11 A No. Virginia Humfleet had nothing to do with me.

12 Q Oh. This was --

13 A Elisabeth Riddle.

14 Q -- Elisabeth Riddle.

15 A Was my group leader.

16 Q Excuse me.

17 And with respect to Virginia Humfleet, if you know, did
18 she keep the employees on the line busy in the same way that Riddle
19 kept you and the others busy?

20 A Correct.

21 Q And would that be true with respect to Maxine Healey and the
22 coil employees?

23 A Correct.

24 Q And state whether or not you received any work orders from
25 anyone other than Elisabeth Riddle when you worked in her group?

1 A Any work orders?

2 Q Orders. Whether or not anyone besides here told you what
3 to do.

4 A No.

5 Q And while you were in Elisabeth Riddle's group, state
6 whether or not any person other than Elisabeth Riddle gave work orders
7 to any other group, any other employee in your group?

8 A Say that again.

9 Q Yes. During the time that you worked in this group with
10 Elisabeth Riddle, state whether or not anyone other than Elisabeth
11 Riddle gave orders to other members in this group.

12 A Elisabeth Riddle.

13 Q Well, I guess --

14 MR. LANKER: I withdraw the question.

15 TRIAL EXAMINER: Let me try it, Mr. Lanker.

16 You were one of five inspectors.

17 THE WITNESS: Yes.

18 TRIAL EXAMINER: Who gave the five inspectors their
19 instructions?

20 THE WITNESS: Elisabeth Riddle.

21 TRIAL EXAMINER: Did anyone else give them
22 instructions?

23 THE WITNESS: Mr. Montague conveyed to Elisabeth
24 what he wanted, and Elisabeth conveyed to us what she wanted us to do.

25 TRIAL EXAMINER: All right. Mr. Lanker.

1 BY MR. LANKER:

2 Q State whether or not you had occasion to see the group
3 leaders gather shortly before November 12th, 1965, gather in a
4 meeting.

5 A Gather? Let's see - I was in the test room, and this is an
6 air conditioned room. Usually in the summer it's closed off, it's closed
7 off. I mean you can pass back and forth. A lot of things went on in the
8 plant, and I, you know, I couldn't observe. And what we got was
9 hearsay. Someone would come in and say so-and-so and so-and-so.
10 So possibly I don't remember. It could have been.

11 Q You saw some group leaders pass by the area that you've
12 described?

13 A Well, they pass by any time.

14 Q Well, I'll ask it this way: State whether or not you were
15 aware of a meeting or meetings of group leaders held before the layoff
16 of November 12, 1965.

17 MR. TINKHAM: I'll object to her awareness. I'll
18 object, Mr. Lanker, to her intelligence as to what transpired in these
19 meetings, which you're not to, yet.

20 TRIAL EXAMINER: Well, let's get to them at the right
21 time. But I'll sustain the objection as to the form of the question.

22 MR. LANKER: All right.

23 BY MR. LANKER:

24 Q Do you know whether or not there was a meeting among
25 certain of the group leaders before the layoff of November 12, 1965?

1 MR. TINKHAM: Unless we can get specific as to who it
2 was, when it was, I'm going to object. I will object to the question on
3 those grounds. It is not specific enough.

4 TRIAL EXAMINER: I'll overrule your objection on the
5 grounds that it's a preliminary question. If it turns out it's not, I'll go
6 back and sustain the objection.

7 BY MR. LANKER:

8 Q You may proceed and answer the question. Do you recall
9 it now?

10 A Well, only hearsay. I heard that the group leaders had to
11 go into the office. This is all hearsay.

12 Q You didn't hear it from any of the group leaders?

13 A No.

14 MR. LANKER: Would you mark this as General Counsel's
15 Exhibit 2.

16 (Whereupon, the document, above
17 referred to, was marked General
18 Counsel's Exhibit No. 2 for
identification.)

19 MR. TINKHAM: Mr. Hearing Examiner, just for the record
20 I will object to her last response, which was she heard the group leaders
21 had to go into the office, and move that answer be stricken from the
22 record as calling for a hearsay conclusion on the part of this witness as
23 to what the group leaders did.

24 TRIAL EXAMINER: To the extent that it is evidence that
25 they did or did not do it --

1 MR. LANKER: I agree.

2 TRIAL EXAMINER: -- I'll sustain the objection.

3 (Document handed to Counsel for Respondent.)

4 MR. LANKER: Have you examined this?

5 MR. TINKHAM: Yes.

6 BY MR. LANKER:

7 Q I'm handing you now what has been marked as General
8 Counsel's 2 for identification.

9 (Document handed to witness.)

10 BY MR. LANKER:

11 Q Can you state for the record what this is a copy of, if you
12 know?

13 A This is Regency Employees Independent Union -- this is
14 their constitution and by-laws.

15 Q And can you tell us when these constitution and by-laws
16 were adopted?

17 A We got together with Mr. Rose and got these together
18 October 7th, and turned them over to him to file a petition to be
19 recognized as Regency Independent - Regency Employees Independent
20 Union.

21 Q So you're referring to October 7th, 1965?

22 A Yes. There's flaws in it, when it --

23 Q Pardon?

24 A It was gotten together real quick, and there's flaws in it
25 because we copied it out of a book, most of it.

1 Q You say you got together real quick -- or you got it together
2 real quick?

3 A As far as the constitution and by-laws, yes.

4 Q And whose idea was it to get it together real quick?

5 A I was told to do this in order to be recognized as a union.

6 And I called it company union, and I was told not to refer to it as a
7 company union because this was against the law. It was Regency
8 Employees Independent Union.

9 Q Who told you these things?

10 A No, I don't remember the man's name, but it was a man
11 from the Chamber of Commerce Building that I talked to. He sent me
12 literature, and told me how to go about the procedure, and who to get
13 in touch with - Mr. Leors, and Mr. Leors referred me to Mr. Rose,
14 and I did this myself.

15 Q And who is it told you --

16 TRIAL EXAMINER: Spell that Leors.

17 THE WITNESS: L-e-o-r-s, I think.

18 BY MR. LANKER:

19 Q And who suggested that it needed to be done quickly?

20 A The man in the Chamber of Commerce Building. If we
21 wanted to be recognized. Because he was telling me about the time
22 area, that I. U. E. would file theirs, and he said there was something
23 like a time area, or something, and if I could possibly get a body of
24 people together, he said five or six would be enough. And I asked,
25 after we had discussed this, and they said they would meet with us at

1 Ray Warren's house. And this is how it came about.

2 TRIAL EXAMINER: Off the record.

3 (Discussion off the record.)

4 TRIAL EXAMINER: On the record.

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5 BY MR. LANKER:

6 Q Now, you say you copied it from a book, or did someone
7 else copy it from a book? I didn't understand your testimony.

8 A All of us. It was all scribbled, and we took it to a legal
9 s ecretary.

10 Q Now, by all of us, would you tell us who you mean?

11 A Well, Virginia Humfleet, and myself, mainly, and my
12 daughter, she had a hand in it, and Mr. Rose, he scratched and fixed
13 it up to make it presentable to take to a secretary.

14 Q I notice in one of these paragraphs you refer to some
15 restaurant workers.

16 A Yes; I said it was quite --

17 Q That came out of this haste, did it?

18 A Yes. It was in a book.

19 Q It was all done in one day, was it?

20 A Yeah; partially. I say one day and part of another day.

21 And we had Mr. Rose to go over it to make it - it had to be done as
22 quick as possible to get to this legal secretary's house, because she
23 had some documents to type up.

24 Q Who is Ida Lyles? Do you know her?

25 A That's the secretary.

1 Q That's the legal secretary?

2 A Yes.

3 MR. TINKHAM: How do you spell that name?

4 BY MR. LANKER:

5 Q Is it L-y-l-e-s?

6 A Yes, sir.

7 Q And was she paid for that typing?

8 A She was, yes.

9 Q Did you bring with you today pursuant to a subpoena from the
10 National Labor Relations Board your records showing who are presently
11 members of R. E. I. U, or who became members in 1965, together
12 with the date each of them became members?

13 A Yes. Not the date. No, I don't have the date, as to when
14 each of them became a member. I have names only on a petition. I
15 have the date I believe on the petition, but the names, and what day they
16 joined, I don't have.

17 Q Well, perhaps if you show me this we can see whether or
18 not --

19 (Document handed to Counsel for General Counsel.)

20 BY MR. LANKER:

21 Q Thank you. You're handing me four documents, all
22 bearing the date October 5th, 1965.

23 A Yes, sir.

24 Q I believe you've indicated that certain documents you would
25 like returned to you?

1 A I would like all of them.

2 Q Would it be all right to mark them for identification and
3 then photostat them, and ask the Trial Examiner to move for
4 substitution of the documents, and return to you the originals? Would
5 that be satisfactory?

6 A If I can get them all back.

7 TRIAL EXAMINER: I'll grant the motion.

8 MR. LANKER: Thank you.

9 TRIAL EXAMINER: But look to Mr. Lanker for the
10 return of your documents.

11 THE WITNESS: All right.

12 (Whereupon, the documents, above
13 referred to, were marked General
14 Counsel's Exhibits Nos. 3-A through
3-D, inclusive, for identification.)

15 MR. LANKER: Did you want to see these?

16 (Documents shown to Counsel for Respondent.)

17 MR. TINKHAM: Sometime I will.

18 BY MR. LANKER:

19 Q I am now handing you what has been marked as General
20 Counsel's 3-A for identification.

21 (Document handed to witness.)

22 BY MR. LANKER:

23 Q Can you tell us what that is?

24 A It's a petition that was handed to some member of the
25 committee to get names, or solicit for the people in the plant to join

1 R. E. I. U.

2 Q And I notice there are some names appearing on the front
3 of this, apparently in handwriting --

4 A Uh huh.

5 Q So far --

6 MR. LANKER: Strike that question.

7 BY MR. LANKER:

8 Q Do you know when those names were put on there, if they
9 were?

10 A No, I can't tell you the specific day, because they were
11 given to a committee member, and they just took them with them, and
12 as they could talk to various ones and get them interested, they'd sign
13 it.

14 Q All right. Do you know --

15 MR. TINKHAM: Mr. Lanker, I don't know if - I'm not
16 going to object to this thing being introduced in evidence. Maybe we'd
17 better have it in evidence first.

18 MR. LANKER: All right. I have no objection to that.

19 BY MR. LANKER:

20 Q I hand you General Counsel's 3-B.

21 (Document handed to witness.)

22 BY MR. LANKER:

23 Q I'd like you to state whether or not this is a similar
24 document in that this is one of the sheets which was handed to a
25 committee member of the R. E. I. U. for distribution by that committee

1 R. E. I. U.

2 Q And I notice there are some names appearing on the front
3 of this, apparently in handwriting --

4 A Uh huh.

5 Q So far --

6 MR. LANKER: Strike that question.

7 BY MR. LANKER:

8 Q Do you know when those names were put on there, if they
9 were?

10 A No, I can't tell you the specific day, because they were
11 given to a committee member, and they just took them with them, and
12 as they could talk to various ones and get them interested, they'd sign
13 it.

14 Q All right. Do you know --

15 MR. TINKHAM: Mr. Lanker, I don't know if - I'm not
16 going to object to this thing being introduced in evidence. Maybe we'd
17 better have it in evidence first.

18 MR. LANKER: All right. I have no objection to that.

19 BY MR. LANKER:

20 Q I hand you General Counsel's 3-B.

21 (Document handed to witness.)

22 BY MR. LANKER:

23 Q I'd like you to state whether or not this is a similar
24 document in that this is one of the sheets which was handed to a
25 committee member of the R. E. I. U. for distribution by that committee

1 member to secure signatures --

2 A Uh huh.

3 Q -- on behalf of the R. E. I. U.?

4 A Uh huh.

5 Q Is that correct?

6 A Uh huh.

7 Q And similarly with respect to what has been marked
8 General Counsel's 3-C for identification?

9 (Document handed to witness.)

10 BY MR. LANKER:

11 Q Is this likewise one of these petitions given to committee
12 members --

13 A Uh huh.

14 Q -- of the R. E. I. U. for the purpose of that committee
15 member getting signed signatures to this petition?

16 A Yes.

17 Q And with respect to General Counsel's 3-D.

18 (Document handed to witness.)

19 BY MR. LANKER:

20 Q Is that the same type document that the other three are?

21 A Yes.

22 MR. LANKER: I would offer General Counsel's 2 and
23 General Counsel's 3-A, -B, -C and -D into evidence at this time.

24 MR. TINKHAM: No objection.

25 TRIAL EXAMINER: 2, 3-A, -B, -C and -D are admitted.

1 out then.

2 Q Who handed them out at Ray Warren's home?

3 A Annette Ward.

4 Q Did you receive one at that time?

5 A Yes, I had one.

6 Q And did it have typing like that which appears on General
7 Counsel's 3-A?

8 A Uh huh.

9 Q And did it have - The one you received, did it have the
10 date Oct 5, '65 on it when you received it?

11 A Yes.

12 Q But otherwise at the time you received it there were no
13 signatures of employees on it.

14 A No; nobody.

15 Q Now --

16 A That's nothing.

17 Q For the record, on the inverse side of General Counsel's
18 3-A there is some writing appearing in pen. Does that have any
19 significance?

20 A No; I wrote that at an I. U. E. meeting and that has no
21 significance, I don't believe.

22 Q You attended an I. U. E. meeting?

23 A Yes; all of us do.

24 Q All of the R. E. I. U. people do?

25 A Yes. When we can.

1 MR. LANKER: We're trying to establish, Number One -
2 the identity of the R. E. I. U. adherents. We're trying to establish the
3 general pattern of the way in which it arose as bearing on the complaint
4 of 8(2).

5 Those essentially are the things we're trying to establish,
6 Mr. Examiner.

7 TRIAL EXAMINER: There's no question that it is a
8 labor organization?

9 MR. LANKER: There's no question in my mind but what
10 it is a labor organization within the meaning of Section (5).

11 TRIAL EXAMINER: The Answer admits it's a labor
12 organization.

13 All right. Go ahead.

14 BY MR. LANKER:

15 Q Now, do you recall, was it during working hours that you
16 got Maurice Pipes to sign?

17 A At no time during working hours; on my lunch hour or
18 break.

19 Q And would you say that all of these people signed sometime,
20 all the people on General Counsel's 3-A signed sometime in early
21 October, 1965?

22 A Sometime in October. I can't say that everyone signed
23 October 5th, because this, I don't know.

24 Q The other people -- I want to make the record clear on
25 who they are. I assume that the third name is Ann Hall.

1 A Hall.

2 TRIAL EXAMINER: Could I see the documents, please?

3 (Documents handed to Trial Examiner.)

4 TRIAL EXAMINER: The documents speak for themselves.

5 MR. LANKER: All right.

6 BY MR. LANKER:

7 Q With respect to General Counsel's 3-B, do you know to
8 whom this was given?

9 (Document shown to witness.)

10 A Possibly Betty Kiphart. Her name is top on the list.

11 BY MR. LANKER:

12 Q And do you know what, if anything, she did with it after she
13 had been given this?

14 A This, I do not know.

15 Q How did it come back into your possession?

16 A All of these were given to the secretary, because they were
17 asked to be given in. When I found out that I had to go to this hearing, that
18 I had to come to this hearing, the girls got together, because I was ill
19 at the time, and got this literature together for me, and Annette Ward
20 brought it by my house.

21 Q With respect to what has been introduced as General
22 Counsel's 3-C, do you know to whom this was given?

23 (Document shown to witness.)

24 A Probably Annette Ward.

25 BY MR. LANKER:

1 Q And did this come into your possession in the same
2 circumstances as General Counsel's 3-B, that is in preparation for the
3 hearing?

4 A Yes.

5 Q And with respect to General Counsel's 3-D, do you know
6 to whom this was given?

7 (Document shown to witness.)

8 A This, I can't say, because Neal Benson wasn't - I don't
9 believe he was given a petition, and -- I don't know, really.

10 BY MR. LANKER:

11 Q And this came into your possession - General Counsel's
12 3-D came into your possession in the same manner as General Counsel's
13 3-B and 3-C --

14 A Yes.

15 Q -- that is in preparation for the hearing?

16 A Yes.

17 Q Now, do you have any other records in response to the
18 subpoena, any records showing persons who are presently members of
19 the R. E. I. U. or who in 1965 were members of R. E. I. U.?

20 A Other than those petitions, that's all I have.

21 Q You have no records showing dues payments?

22 A I have a record showing donations, no dues.

23 TRIAL EXAMINER: Do you recall, Mrs. Farmer, whether
24 you ever signed any papers for filing with the Department of Labor?

25 THE WITNESS: Yes. I believe Mr. Rose -- Mr. Rose

1 AFTER RECESS

2 (Whereupon, the hearing was resumed,
3 pursuant to taking the recess, at 1:10 o'clock p.m.)

4 TRIAL EXAMINER ARTHUR M. GOLDBERG: Back on the
5 record.

6 - - -
7 Whereupon,

8 CHARLOTTE FARMER

9 resumed the stand, and further testified as follows:

10 TRIAL EXAMINER: Mrs. Farmer, you understand you're
11 still under oath.

12 THE WITNESS: Uh huh.

13 TRIAL EXAMINER: Mr. Lanker.

14 DIRECT EXAMINATION (Cont'd)

15 BY MR. LANKER:

16 Q State whether or not R. E. I. U. has ever required any
17 person to pay dues to it.

18 A For the simple reason, Mr. Lanker, the reason why dues
19 wasn't paid into R. E. I. U. was for the simple reason the election was
20 held up, there was no need other than to just take donations to pay our
21 expenses.

22 Q So you've never required dues. Is that your answer?

23 A It would be stipulated in the by-laws and constitution.

24 TRIAL EXAMINER: Do you understand the question, Mrs.
25 Farmer?

1 THE WITNESS: Maybe I don't.

2 TRIAL EXAMINER: Would you repeat the question, please?

3 (Question read.)

4 A (Continued) No dues; donations.

5 BY MR. LANKER:

6 Q Now, with respect to General Counsel's 3-A, 3-B, 3-C
7 and 3-D, state whether or not these petitions, and each of them, were
8 turned in to some official of the R. E. I. U. in the condition in which
9 they now appear at some time before the end of October, 1965?

10 (Documents handed to witness.)

11 A Well, at various times we all looked at them. I looked
12 at them. Various ones would come and tell me who they got to sign
13 it.

14 BY MR. LANKER:

15 Q Well, were they turned in to some official?

16 A To the secretary.

17 Q Were they turned in, each and every one of them, before
18 the end of October, 1965?

19 A I don't know if she collected all of them once, but they were
20 supposed to be given to her for her to keep them in her records.

21 Q And state whether or not any of petitions like 3-A through
22 and including 3-D were distributed for signatures after the end of
23 October, 1965.

24 A We had them at our disposal of we wanted them. The girl
25 always had the folder with her. If someone wanted to sign, or would

1 A (Continued) Yes - No.

2 BY MR. LANKER:

3 Q In other words, they were not circulated after October,
4 1965, were they, any of these petitions?

5 MR. TINKHAM: I think she's already stated she can't
6 answer that question.

7 A I'm not sure I follow you now. You mean in October that
8 was all that we passed out?

9 BY MR. LANKER:

10 Q Right. What is your --

11 A In handbills?

12 Q No. In petitions, like the others, General Counsel's

13 3-A --

14 A No; we had no need to, no.

15 Mr. Lanker, may I say something? The yellow sheet that
16 you asked me if I signed - yes, Mr. Rose called me on my lunch hour
17 one day at work and asked me at my convenience could I come down and
18 sign it. And he preferred that I get it in right away. He showed it to
19 me and I remember I did come down.

20 Q You're referring now to a Labor Organization Information
21 Report?

22 A Yes.

23 Q Thank you.

24 (Document handed to Trial Examiner.)

25 MR. TINKHAM: Are you going to introduce that? It's not

1 admission of GC 6-A through E, the R. E. I. U. authorization cards?

2 MR. LANKER: No, sir.

3 TRIAL EXAMINER: Do you intend to introduce those?

4 MR. LANKER: I would move the Trial Examiner now to
5 introduce those, to receive those.

6 TRIAL EXAMINER: Any objection?

7 MR. TINKHAM: We have no objection.

8 TRIAL EXAMINER: They are received.

9 (Whereupon, the documents, heretofore
10 marked General Counsel's Exhibits
11 Nos. 6-A through 6-E, inclusive, for
identification, were received in
evidence.)

12 (Document shown to Counsel for Respondent.)

13 BY MR. LANKER:

14 Q I'm handing you what has been marked as General Counsel's
15 7.

16 (Document handed to witness.)

17 BY MR. LANKER:

18 Q Will you identify that for the record, please, if you can?

19 A These are the minutes that were kept of the meetings that
20 we had.

21 Q And these are the minutes of all of the meetings that you've
22 had in 1965 and 1966?

23 A Yes.

24 Q And I assume that the date that appears on each one of
25 these, for instance here's one Indianapolis, Indiana, October 7, 1965,

1 that was for the meeting held on that day?

2 A Yes.

3 Q And how were these minutes prepared?

4 A Annette Ward prepared them.

5 Q You testified earlier concerning the filing of a charge. Did
6 you have reference to the charge which was filed about the discharge of
7 Irene Lawrence? Was that the charge you had reference to?

8 A I assume, sir. I don't know. All I know was that they
9 said charges had been filed, the company, and there would not be any
10 election until after the charges were either dropped or restitution made
11 or something. I don't know.

12 Q Who told you this?

13 A We went to one of their meetings. And we were told that
14 charges had been filed against the company.

15 Q An I. U. E. meeting?

16 A And someone asked when would there be an election, and
17 they said you couldn't have an election until after the charges--

18 Q Now, did you in the course of your --

19 MR. TINKHAM: Excuse me just a minute. I believe you
20 didn't get an answer to that. You asked was it an I. U. E. meeting?

21 A (Continued) Yes.

22 MR. LANKER: Thank you.

23 BY MR. LANKER:

24 Q State whether or not certain handbills were or were not
25 distributed by R. E. I. U.

1 A Yes.

2 Q And did you pursuant to subpoena bring such handbills?

3 A Yes..

4 (Documents handed to Counsel for General Counsel.)

8765 5 MR. LANKER: Would you mark these as General
6 Counsel's 8-A through the last one.

7 (Whereupon, the documents, above
8 referred to, were marked General
9 Counsel's Exhibits Nos. 8-A
through 8-D, inclusive, for
identification.)

10 (Documents handed to Counsel for Respondent.)

11 MR. TINKHAM: No objection.

12 BY MR. LANKER:

13 Q I'm handing you what has been marked for identification
14 as General Counsel's 8-A, 8-B, 8-C and 8-D, and I ask you if these
15 are all of the handbills which were distributed by the R. E. I. U.?

16 (Documents handed to witness.)

17 A Yes.

18 BY MR. LANKER:

19 Q And with respect to General Counsel's 8-A, would you
20 tell us when that was distributed?

21 A This was the first one.

22 Q And about what date, do you know?

23 A Oh, about October the 10th, somewhere along in there.

24 Q 1965?

25 A Yes.

1 Q By the first one, would you tell us what marking is on the
2 first one - General Counsel's 8-A?

3 A 8-A..

4 Q All right. That's the first one.

5 A Uh huh.

6 TRIAL EXAMINER: What was the date on that according
7 to your bill?

8 THE WITNESS: October 6.

9 TRIAL EXAMINER. All right.

10 BY MR. LANKER:

11 Q And your next one was which?

12 A October 14.

13 TRIAL EXAMINER: Which is 8-what?

14 THE WITNESS: 8-C.

15 TRIAL EXAMINER: October 14. All right.

16 A (Continued) And October 26, 8-B.

17 TRIAL EXAMINER: 8-B.

18 THE WITNESS: Uh huh.

19 TRIAL EXAMINER: And the last one?

20 A (Continued) February the 21st, 19--

21 TRIAL EXAMINER: That's 8-D?

22 THE WITNESS: 8-D.

23 TRIAL EXAMINER: February 21st, 1966?

24 THE WITNESS: Yes.

25 TRIAL EXAMINER: All right.

1 Q Now, with respect to when these were handed out as
2 opposed to when they were published, is it true that each one was handed
3 out shortly after the date they were published?

4 A Yes.

5 TRIAL EXAMINER: Do you mean printed or published?

6 THE WITNESS: Printed.

7 MR. LANKER: I meant printed.

8 THE WITNESS: Printed.

9 BY MR. LANKER:

10 Q So as to make the record clear, is it true that as to each
11 one of these handbills they were handed out shortly after the date that
12 they were printed?

13 A Yes.

14 Q Now, as to 8-B, was this distributed much in the same
15 fashion that you testified 8-A was distributed?

16 (Document handed to witness.)

17 A Yes, sir.

18 BY MR. LANKER:

19 Q And is that also true with respect to 8-C, and 8-D?

20 (Documents handed to witness.)

21 A Yes.

22 TRIAL EXAMINER: May I see them?

23 MR. LANKER: Yes, sir.

24 (Documents handed to Trial Examiner.)

25 TRIAL EXAMINER: Don't wait on me.

1 MR. LANKER: Oh. All right, sir.

2 BY MR. LANKER:

3 Q Now, in addition to the costs which you've already
4 testified to for the typing of the by-laws and the constitution, and the
5 cost of the printing of the handbills, state whether or not the R. E. I. U.
6 had any other expenses, for instance like a meeting place.

7 A No.

8 Q How about for attorney's fees?

9 A Yes.

10 Q And --

11 A We paid one and we owe one.

12 Q You paid one, and -- in what amount?

13 A \$25.00.

14 Q And you owe one in what amount?

15 A \$25.00.

16 Q And in an effort to refresh your recollection concerning
17 whether or not there was a fee which your organization paid for a
18 meeting place, does this document refresh your recollection?

19 MR. TINKHAM: Could we have the --

20 TRIAL EXAMINER: Mark it.

21 MR. LANKER: All right.

22 MR. TINKHAM: -- the exhibit marked and identified?

23 MR. LANKER: Would you mark this --

24 A This lady did not charge for that.

25 TRIAL EXAMINER: Wait a minute.

1 Q Now, with respect to when these were handed out as
2 opposed to when they were published, is it true that each one was handed
3 out shortly after the date they were published?

4 A Yes.

5 TRIAL EXAMINER: Do you mean printed or published?

6 THE WITNESS: Printed.

7 MR. LANKER: I meant printed.

8 THE WITNESS: Printed.

9 BY MR. LANKER:

10 Q So as to make the record clear, is it true that as to each
11 one of these handbills they were handed out shortly after the date that
12 they were printed?

13 A Yes.

14 Q Now, as to 8-B, was this distributed much in the same
15 fashion that you testified 8-A was distributed?

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21 MR. LANKER: All right.

22 MR. TINKHAM: -- the exhibit marked and identified?

23 MR. LANKER: Would you mark this --

24 A This lady did not charge for that.

25 TRIAL EXAMINER: Wait a minute.

1 7900 Pendleton Pike?

2 A At the end of the work line?

3 Q Uh huh.

4 A No. When you say work lines, do you mean where the girls
5 worked at?

6 Q Yes.

7 A No.

8 Q Did you ever see any other person at your direction place
9 them at the end of these work places?

10 A No, I didn't.

11 Q Besides yourself, state whether or not anyone else
12 participated in the distribution of any of the handbills at 7900
13 Pendleton Pike.

14 A Yes.

15 Q Would you name them, please.

16 A Opal and Glen Pulis --

17 Q Uh huh.

18 A -- Virginia Humfleet --

19 Q Uh huh.

20 A -- Myself; Ann Hall; and as far as I know of, I don't
21 remember - some more could have.

22 Q Virginia Humfleet has paid out of her own pocket a large
23 part of the R. E. I. U. bills. Isn't this correct?

24 A Correct.

25 Q And the reason for that is there have been very few

1 for an election back in 1965?

2 (Document handed to witness.)

3 A Not for an election, sir; only to say that they wanted to
4 represent the employees of Regency.

5 BY MR. LANKER:

6 Q And were you -

7 MR. LANKER: Strike that question.

8 BY MR. LANKER:

9 Q State whether or not the R. E. I. U. intervened in that
10 proceeding that you just described?

11 A Only to file a counter - I guess you would say a counter-
12 attack and file a petition, also. They claimed we didn't have one filed
13 at the time that they had a meeting, but our attorney had our by-laws
14 and constitution, which I assumed that was all that we needed, and to
15 have it known that there was a group of people to stipulate that this
16 could be a union. This is all I needed.

17 MR. TINKHAM: Mr. Hearing Examiner, just for the
18 record I'm going to revoice my objection to this woman as not being
19 represented by someone at this point. I think the necessity for that is
20 just too obvious to argue at this point.

21 TRIAL EXAMINER: Mrs. Farmer, please confine your
22 answers to the shortest possible answer.

23 THE WITNESS: All right.

24 MR. TINKHAM: That's the problem. I think Mr. Lanker
25 is asking her for conclusions, did she intervene. She doesn't know whether

1 A Yes.

2 Q And you know Opal and Glen Pulis.

3 A Yes.

4 Q And did you know Annette Ward?

5 A Yes.

6 Q I'll ask you whether or not there was any occasion when
7 the persons that I just named to you, and yourself, talked as a group
8 with Miss McGraw, Mr. Genzelman, and another person with respect
9 to the R. E. I. U.?

10 A Yes, sir.

11 Q And when was this, as best you can tell us?

12 A After we had filed, or was told that the petition was filed,
13 and that we were now an Independent Union.

14 Q And how did this -- How was this meeting arranged, if it
15 was?

16 A One of the persons that you mentioned went in and asked
17 could we have a few minutes to talk about our recognized - to recognize
18 us as Regency Independent Union.

19 Q And --

20 TRIAL EXAMINER: Now, Mr. Lanker, suppose we just go
21 on from there and ask this witness what happened at that meeting.

22 MR. LANKER: All right.

23 BY MR. LANKER:

24 Q What happened at that meeting, if anything?

25 A Well, we told them that we would like to be recognized as

1 Regency Independent Union. And they said, I'm speaking of Mr. Goetz,
2 Mrs. McGraw and Mr. Gunselman, said, "You understand Independent,
3 or Company, or what-have-you, whatever you call it, the Company
4 can't have anything to do with it. It's a violation of the National Labor
5 Relations Board. It's a violation of the law."

6 We told them we understood this.

7 And some had some questions they wanted to ask. And that
8 was all.

9 TRIAL EXAMINER: What were the questions?

10 THE WITNESS: Oh - Let me see if I can remember.

11 TRIAL EXAMINER: Take your time.

12 THE WITNESS: Glen was opposed to I. U. E., and he said
13 he was. And the Company kept relating to the effect that they could not
14 have anything to do with any union, you know. This was our
15 constitutional right, if we wanted the Independent Union, and we felt --
16 We told them what we felt, and why we did this. This was the whole
17 thing anyway.

18 BY MR. LANKER:

19 Q And how long were you in there on this occasion, this
20 group of you?

21 A Oh, I don't know, sir. I don't believe more than fifteen
22 or twenty minutes.

23 Q Have you told us now everything that was said during those
24 twenty minutes that you can recall?

25 A Yes; I think so.

1 Q And would you state whether or not this was during working
2 hours?

3 A Yes.

4 Q For all of you that were in there? By that I mean Virginia
5 Humfleet, Maxine Healey, Opal and Glen Pulis, Annette Ward, and
6 yourself? Was this all during working hours?

7 A I believe so. I'm not sure now.

8 Q And were you paid for the time spent in that meeting?

9 MR. TINKHAM: Just a minute.

10 A I don't know.

11 MR. LANKER: I withdraw the question.

12 MR. TINKHAM: I think --

13 A (Continued) I could have --

14 TRIAL EXAMINER: Gentlemen; gentlemen. If you have
15 objection, make your objection.

16 Are you withdrawing the question?

17 MR. LANKER: I withdraw the question.

18 BY MR. LANKER:

19 Q Were your wages paid in full for that day that you were in
20 there?

21 A Look, sir, I wouldn't know. I could have been late; I could
22 have come in a half-hour, or something. I don't know.

23 Q Now, Miss McGraw, do you recognize her as the
24 Personnel Officer at that time of Regency Electronics?

25 A Yes; I think she was there during the whole time, I think

1 when I. U. E. and R. E. I. U. and all this got together. I believe she
2 was there at the time.

3 Q And Mr. Gunselman, in what capacity did you recognize
4 him as having at this time?

5 A Manager of the plant, I think.

6 Q And how about Mr. Goetz? In what capacity was he, if you
7 know?

8 A All I know, he was president, or something. I don't know.

9 Q Were you late quite a bit when you worked down there at
10 Regency Electronics?

11 A Oh, sometimes maybe.

12 Q Now, I want to direct your attention to October 13, 1965,
13 and ask you whether or not you attended a meeting of the I. U. E. on
14 that date?

15 A Yes, sir.

16 Q And I want to ask you with reference to that date whether or
17 not you were invited to attend that meeting?

18 A We were invited to attend all of I. U. E. meetings, so they
19 said. And those that we could get to, we did.

20 Q You were an officer of the R. E. I. U. at this time, October
21 13th?

22 A Yes.

23 Q Were you still interested in the I. U. E.?

24 A No.

25 Q Do you know Virginia Humfleet?

1 meetings by this witness.

2 If you want to make an offer of proof on that, go ahead.

3 MR. LANKER: All right. I'd like to offer to prove if this
4 witness were permitted to testify, she would testify that on October 21,
5 1965 she attended another meeting of the I. U. E.

6 That's the end of my offer of proof.

7 TRIAL EXAMINER: Rejected.

8 BY MR. LANKER:

9 Q Now, directing your attention to October 21, 1965, state
10 whether or not Virginia Humfleet attended a meeting of the I. U. E., if
11 you know.

12 A I assume, I'm not sure, if that was a statement I made,
13 yes, she attended.

14 MR. TINKHAM: This is the I. U. E. you're talking about,
15 Mr. Lanker?

16 MR. LANKER: Yes.

17 MR. TINKHAM: I'll make an objection on the ground of
18 relevancy. It's irrelevant whether she did or didn't.

19 TRIAL EXAMINER: Mr. Lanker, do you have an allegation
20 of surveillance?

21 MR. LANKER: We are contending alternatively, Mr.
22 Examiner, Number One - we would offer, after we have adduced all
23 the evidence to the Trial Examiner we would submit to the Trial
24 Examiner that the group leaders had sufficient authority, both with
25 respect to direction of work, and with respect to their disciplinary

1 powers to make them supervisors.

2 Secondly, and quite apart from that argument, we would
3 urge the Trial Examiner to find in the circumstances 'which we will
4 develop for you that laying aside the question of whether or not the group
5 leaders are supervisors, the fact that the group leaders participated
6 in the selection of those to be terminated or permanently laid off makes
7 relevant their knowledge of the activities of any 8(3), whether it be
8 through attending an I. U. E. meeting, whether it be through observing
9 an I. U. E. button or badge in the plant, or any number of ways in which
10 it was displayed.

11 So we submit it's very relevant on either and both
12 theories.

13 MR. TINKHAM: It would occur to me, Mr. Hearing
14 Examiner, Number One, they would have to figure out some way to
15 connect the Regency, the Respondent, with the so-called group
16 leaders -

17 TRIAL EXAMINER: Right.

18 MR. TINKHAM: They would have to be actively directing
19 them. I don't believe you can adduce that evidence, or you haven't, at
20 least.

21 TRIAL EXAMINER: You haven't made the allegation in
22 your complaint that the group leaders are supervisors.

23 MR. LANKER: It's not necessary to allege in the
24 complaint in order to prove it.

25 TRIAL EXAMINER: Well, you're raising an issue (a) that

1 the group leaders, assuming arguendo that they are supervisors,
2 participated in the formation of the Independent Union, and, therefore,
3 this was 8(a)(2).

4 MR. LANKER: Yes..

5 TRIAL EXAMINER: That's one allegation.

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6 Therefore, this would be an allegation that they
7 participated in unfair labor practices, and if their status as a
8 supervisor is a matter for proof in this hearing, it should have been
9 alleged.

10 Now, as to the question of imputing their knowledge to
11 Respondent so as to make the selection for layoff purposes, 8(a)(3),
12 again I think their status is a matter of proof, and it should have been
13 raised in the complaint.

14 Now, you have alleged three people as supervisors within
15 the meaning of Section 2(11) of the Act, but you have not alleged these
16 group leaders, and it appears to me that up to now everything that you
17 have been offering to prove as an unfair labor practice has been
18 perpetrated by these group leaders..

19 MR. LANKER: Well, we submit that our proof goes
20 beyond that. But that's a matter for argument in the brief, or whenever
21 the Trial Examiner asks for it.

22 But I disagree with the Trial Examiner very respectfully
23 that it's necessary to allege the group leaders to be supervisors in
24 order for us to litigate that issue.

25 TRIAL EXAMINER: Why don't you ask Mr. Tinkham if he

1 merely to amplify that material which should be in a complaint to begin
2 with.

3 Now, if you want to take a few minutes to talk to your
4 Regional Attorney about filing an amendment at this late date, go ahead
5 and do so.

6 MR. LANKER: Well -- I mean, a few minutes.

7 TRIAL EXAMINER: Off the record.

8 (Discussion off the record.)

9 TRIAL EXAMINER: On the record.

10 Mr. Lanker;

11 MR. LANKER: Yes. I'd like to respond to your question.

12 We feel that it is not necessary to allege in the complaint the name of
13 each agent who has committed the unfair labor practice alleged; that
14 the complaints go out everyday without alleging every agent who commits
15 the act named, and they're nonetheless valid complaints; and the
16 Respondent has not asked for a bill of particulars here, which it could
17 have done had it felt the necessity for it. It did not do so, and so it is
18 not entitled to postponement.

19 We feel, as I say, it is not necessary to amend, but we
20 will amend, if the Trial Examiner rules that it is a condition of putting
21 into evidence on this, in this area.

22 TRIAL EXAMINER: Do you have a motion on the floor,
23 Mr. Tinkham, an objection?

24 MR. TINKHAM: I have an objection to the questioning
25 that was being made - I have an objection, I believe, to the question with

1 regard to Virginia Humfleet.

2 TRIAL EXAMINER: The objection is sustained.

3 And an objection will be sustained to all questions
4 pertaining to the activities of the group leaders insofar as they lead to
5 any conclusion or inference that the Employer is responsible for their
6 activities as a supervisor or an agent, or that they are supervisors.

7 Proceed, Mr. Lanker.

8 MR. LANKER: Well, we would move to amend the
9 complaint by adding in paragraph 6 of the complaint in 25-CA-2347 in
10 the second line after the word "Respondent" add the clause "including
11 by and through its agents and group leaders Maxine Healey, Elisabeth
12 Riddle, Virginia Humfleet, Cora Hollcraft and Helen Cox".

13 Now, that's the amendment.

14 TRIAL EXAMINER: You are not moving to amend
15 paragraph 4 of either complaint?

16 MR. LANKER: Paragraph --

17 TRIAL EXAMINER: 4.

18 MR. LANKER: Well, I think it's unnecessary to make
19 the motion. I think it's all spelled out in the motion, and would be
20 redundant to put it in again up there.

21 TRIAL EXAMINER: Correct me if I'm wrong, but didn't
22 you state before we took the break that you were going to, or you were
23 trying to impute knowledge of the activities, the union activities of
24 the laid-off employees, you were trying to impute that knowledge to the
25 Respondent through the group leaders who attended the meetings of the

1 I. U. E.?

2 MR. LANKER: That's what we're trying to impute. Now,
3 there's other ways -- Yes, but there are other ways.

4 TRIAL EXAMINER: Now, where does your amendment
5 that you just read into the record just now to paragraph 6 of the
6 complaint in 2347 permit you to introduce evidence of company
7 knowledge for an 8(a)(3)?

8 MR. LANKER: Well, I think that knowledge can be shown
9 any number of ways, through a number of agents, and it is not
10 necessary to allege, nor do I think complaints customarily allege the
11 activity, or the identity of persons through whom the knowledge is
12 attempted to be proved

13 TRIAL EXAMINER: But you do allege the identity of
14 supervisors and agents in such paragraph devoted to that and that
15 alone, and that is paragraph 4 of both complaints.

16 MR. LANKER: Could I have --

17 TRIAL EXAMINER: This is your last chance to make
18 amendments. I'm not going to accept any amendments after this.

19 MR. LANKER: Could I have a moment, sir?

20 TRIAL EXAMINER: Yes.

21 Off the record.

22 (Discussion off the record.)

23 TRIAL EXAMINER: On the record.

24 Mr. Lanker.

25 MR. LANKER: Yes. With respect to -- If I may go back

1 a minute. With respect to the proposed motion to amend paragraph 6
2 of 25-CA-2347 --

3 MR. TINKHAM: Paragraph 5?

4 TRIAL EXAMINER: Paragraph 6.

5 MR. LANKER: Paragraph 6.

6 MR. TINKHAM: Excuse me.

7 If I may go back, I would like to add the names of Eleonor
8 Rumler, Irene Hemingway, so that those two names should be added
9 after the last name which I proposed, that of Helen Cox.

10 MR. TINKHAM: Just a moment. Maybe I'm confused
11 here.

12 You're talking about 25-CA-2347?

13 MR. LANKER: Yes, sir.

14 MR. TINKHAM: You're talking about paragraph --

15 MR. LANKER: 6, the second line.

16 MR. TINKHAM: Yes; I know that.

17 MR. LANKER: After the word "Respondent" and before the
18 word "has".

19 TRIAL EXAMINER: All right. Go on.

20 MR. TINKHAM: And since apparently the Trial Examiner
21 feels that it is also necessary in order to introduce evidence bearing on
22 knowledge allegedly attributable to these people we would also move to
23 amend paragraph 4 of the complaint in Case No. 25-CA-2347, and
24 paragraph 4 in Case No. 25-CA-2384 by adding the following names after
25 the names which now appear in those paragraphs:

1 Maxine Healey - Group Leader
2 Elisabeth Riddle - Group Leader
3 Virginia Humfleet - Group Leader
4 Cora Hollcraft - Group Leader
5 Helen Cox - Group Leader
6 Eleanor Rumler - Group Leader
7 Irene Hemingway - Group Leader

8 TRIAL EXAMINER: Mr. Tinkham.

9 MR. TINKHAM: In addition to being unconscionable at this
10 late date, I might make it clear to the Government that we do not
11 intend to move for a continuance. When I speak of it being
12 unconscionable I allude to of course the addition of these five or six
13 people who now become people with whom we supposedly collaborated
14 in doing these heinous deeds, when investigation following charges are
15 left for employers during which of course they can determine what
16 their positions are with respect to various charges.

17 It has been our position with respect to the complaints,
18 as amended, and as set forth that it might be a long hearing, but we have
19 done nothing wrong.

20 We don't know what Healey, Riddle, Hollcraft, Cox,
21 Rumler or Hemingway have done with respect to domination, or
22 what-have-you. I would suppose with this complaint having been
23 issued we would be entitled to find out.

24 We cannot adequately pursue our defenses by having new
25 charges thrown at us right in the middle of the hearing. And in effect

1 when you add these names you're adding new charges. We don't know
2 what any of these people have done. We don't know what the Government's
3 position is, we're going to find out one at a time, I suppose, as they
4 testify. These are now our people. They all of a sudden are
5 supervisors within the meaning of the Act, or within the meaning of the
6 interpretation of Government Counsel.

7 We of course take the position that as far as we are
8 concerned to the best of our knowledge they are not. But this changes
9 the total complexion of the case

10 Before we were talking about Berner, McGraw and
11 Gunselman in one complaint. There are alleged specific things that
12 Berner, for example, did - warned Respondent's employees against
13 displaying or wearing insignia or badges. We know there what we're
14 being charged with. We do not know what we're being charged with at
15 this moment. We have no way of knowing. I won't wax into the
16 constitutional law argument about due process, or what-have-you, even
17 if I were capable of making it.

18 We will oppose the addition of these names as suggested
19 by the amendments. We will oppose any amendment at this time.

20 TRIAL EXAMINER: Mr. Lanker.

21 MR. LANKER: We feel that it's much like the presentation
22 of the case - counsel is certain to discover things during the
23 presentation of our case which perhaps no one had told him, and I
24 suppose the inverse is true for us when he puts on his case. And I don't
25 think that it's much different here. Essentially this is an evidentiary

1 matter, and it happens in every case that is ever tried.

2 So I don't see where there is any great thing here. The
3 Respondent this morning, or sometime, I won't specify, because the
4 record will show how long questions were permitted along this line
5 without objection by them.

6 TRIAL EXAMINER: There was objection by them, Mr.
7 Lanker, and I overruled the objection, and the Respondent had an
8 automatic exception to that. So don't rely on that.

9 MR. LANKER: Well --

10 TRIAL EXAMINER: All right, gentlemen, look, I agree
11 that it is late in the game. I am going to permit this amendment as
12 to paragraph 4 of both complaints. I agree with Mr. Lanker that his
13 first amendment will be pretty evident, but if he wants it in paragraph C,
14 then I'll let him put it in there for what it's worth.

15 At the conclusion of the General Counsel's case, Mr.
16 Tinkham, if you feel you need time at that stage to investigate the
17 events, I'll grant you a continuance.

18 MR. TINKHAM: If we need time, we need it now. We're
19 not going to request it. We need it as the people come on the witness
20 stand.

21 I think the Trial Examiner said earlier today when other
22 amendments were permitted that the Hearing Officer would not permit
23 any further amendments.

24 TRIAL EXAMINER: I said --

25 MR. TINKHAM: Is that a true statement?

1 TRIAL EXAMINER: I said that just now, as I recall it.
2 This is the last amendment in the case, Mr. Lanker.

3 MR. TINKHAM: Well, it doesn't make any difference,
4 but it's my co-counsel's and my recollection that was said this
5 morning with respect to other amendments that were made.

6 TRIAL EXAMINER: I really don't recall if I said it.
7 I am permitting your amendment, Mr. Lanker.

8 MR. LANKER: May I proceed?

9 TRIAL EXAMINER: Yes. Go ahead.

10 BY MR. LANKER:

11 Q You knew, did you not --

12 MR. LANKER: Strike the question.

13 TRIAL EXAMINER: Just a minute.

14 Your Answer is amended to deny that these people are
15 supervisors. Is that correct, sir?

16 MR. TINKHAM: That's right. And there's also an oral
17 motion to dismiss these proceedings in their entirety as of this
18 moment because what the Government - or what the Respondent
19 construes to be a failure to comply with the Rules and Regulations as
20 set forth under the National Labor Relations Act.

21 TRIAL EXAMINER: The motion is denied.

22 MR. LANKER: May I proceed?

23 TRIAL EXAMINER: Yes.

24 BY MR. LANKER:

25 Q State whether or not you ever saw Maxine Healey attend

1 any meeting of the I. U. E.

2 A Yes.

3 MR. TINKHAM: Do I have an automatic exception to all
4 questions relating to group leaders based upon our objection?

5 TRIAL EXAMINER: Do you want a continuing objection?

6 MR. TINKHAM: Pardon me?

7 TRIAL EXAMINER: You have a continuing objection:

8 MR. TINKHAM: A continuing objection to all interrogation
9 which relates to these so-called group leaders.

10 TRIAL EXAMINER: I overrule that objection, and you now
11 have a continuing exception.

12 BY MR. LANKER:

13 Q Do you know a person named Vera Sofranick?

14 A Yes.

15 Q State whether or not she ever attended any meetings of your
16 organization, R. E. I. U.

17 A I don't know.

18 Q And do you know a person named Kay Nicholas?

19 A I don't remember. Some of the girls I don't know by name;
20 if I see them, yes.

21 Q Do you know a person named Harriet Swallow?

22 A Yes.

23 Q And state whether or not she ever attended any meetings
24 of R. E. I. U.

25 A I don't know.

1 meetings.

2 A Two. .

3 Q Do you know how to spell her last name?

4 A No. Not unless I can find it on here.

5 MR. LANKER: Mr. Examiner, may I have a minute to
6 consider - I think this is all the questions I have. I would like to
7 offer, though, General Counsel's Exhibit No. 7, those being the
8 minutes, and with respect to that, General Counsel's 7, I would
9 move the Trial Examiner specifically for permission to withdraw the
10 original and substitute copies.

11 I don't know whether that's encompassed within your
12 earlier ruling that I could withdraw the originals and substitute
13 copies .

14 TRIAL EXAMINER: Let's get the document in, then
15 we'll worry about withdrawing it.

16 MR. LANKER: All right. I'll offer General Counsel's
17 7.

18 TRIAL EXAMINER: Any objection?

19 MR. TINKHAM: I'd like to take a look at it.

20 TRIAL EXAMINER: Go ahead.

21 (Document handed to Counsel for Respondent.)

22 TRIAL EXAMINER: Are you ready on that?

23 MR. TINKHAM: Yes, sir.

24 TRIAL EXAMINER: Go ahead, sir.

25 MR. TINKHAM: In offering no objection on the part of the

1 Respondent, and from an examination of the exhibit it would appear
2 once again that this witness, representing her union and turning over
3 her documents to the Government and this hearing, perhaps should be
4 represented by counsel, and still is not.

5 TRIAL EXAMINER: Are you objecting to the introduction
6 of the document?

7 MR. TINKHAM: No objection.

8 TRIAL EXAMINER: The document is received, General
9 Counsel's 7.

10 (Whereupon, the document, heretofore
11 marked General Counsel's Exhibit No.
12 7 for identification, was received in
13 evidence.)

14 TRIAL EXAMINER: Mr. Lanker, are you ready to
15 pass the witness?

16 MR. LANKER: I have one last question.

17 TRIAL EXAMINER: You may withdraw the original and
18 substitute copies --

19 MR. LANKER: Thank you.

20 TRIAL EXAMINER: -- as long as they are legible.

21 BY MR. LANKER:

22 Q With respect to the petitions which I asked you about, did
23 you produce, pursuant to the subpoena, all petitions which the
24 R. E. I. U. distributed there at the plant in 1965 and 1966?

25 A There was a petition, but it wasn't filed, and there
wasn't anything done about it, in the beginning when I. U. E.

1 introduced their letter to the company, and shortly after that from the
2 machine shop Leland Smiley, and Fred, I don't know his last name --

3 Q Fred Day?

4 A Yeah; I guess that's right.

5 -- come over to the plant with the petition and wanted to
6 know if anybody wanted to sign it against the I. U. E.

7 And I have the original, if you want to see it.

8 Q Was that given to you in preparation for the case?

9 A Well, Not necessarily for preparation. I didn't know if
10 you asked for it or not. I had it.

11 MR. TINKHAM: We have no objection to its being
12 introduced.

13 BY MR. LANKER:

14 Q Could I see it, please?

15 (Document handed to Counsel for General Counsel.)

16 A The names that are scratched off are the girls that went
17 to the I. U. E.

763 18 MR. LANKER: Would you mark these 12 through --
19 12-A through -D?

20 (Whereupon, the documents, above
21 referred to, were marked General
22 Counsel's Exhibits Nos. 12-A
through 12-D, inclusive, for
identification.)

23 BY MR. LANKER:

24 Q Was this all one document, or were they separate things?

25 Do you know?

1 A They were like these we have.

2 MR. LANKER: Could I have a minute just to look at
3 these, please?

4 TRIAL EXAMINER: Go ahead.

5 MR. TINKHAM: We might -- No. That's all right.

6 TRIAL EXAMINER: Off the record.

7 (Discussion off the record.)

8 TRIAL EXAMINER: On the record.

9 BY MR. LANKER:

10 Q I'm handing you what has been marked for identification
11 as General Counsel's 12-A.

12 (Document handed to witness.)

13 BY MR. LANKER:

14 Q Is this --

15 MR. LANKER: Strike the question.

16 BY MR. LANKER:

17 Q State whether or not this is one of the lists that you
18 testified to just a few moments ago that were passed around by Leland
19 Smiley and Fred Day.

20 A Yes.

21 Q And do you know when this particular list was passed
22 around?

23 A I assume on this date.

24 Q Pardon?

25 A I assume on this date.

1 Q September 8, 1965?

2 A Yes.

3 Q And how did you come into possession of it?

4 A After no one said any more about it, some how or
5 another Opal Pulis had it. And when we were talking about the
6 R. E. I. U. and trying to start an Independent Union we thought this
7 would help us to ask some of these very same people if they still felt
8 the same way they did before. And they wanted to know why the other
9 one didn't come through, and one guy, he couldn't - Fred couldn't,
10 because he was going to school under apprentice, or something, he
11 said he couldn't be in this, or something, and Smiley said that he would
12 help. And he was with us.

13 But at the particular time that we were having all of our
14 meetings, Smiley had a lot of overtime to do, and and none of the
15 fellows over on Franklin Road could get to any of the meetings.

16 Q Now, you mentioned earlier in your testimony that
17 certain people crossed out their names, and I see here that there
18 are certain scratch marks through certain names.

19 A Yes.

20 Q Is that what you referred to in your earlier testimony?

21 A What do you mean?

22 Q About people whose names were stricken from the list.

23 A (No response.)

24 MR. LANKER: I'll withdraw the question.

25 BY MR. LANKER:

1 A Mrs. Farmer.

2 Q Mrs. Farmer, could you tell the Hearing Examiner why
3 your attorney - I believe you have stated his name is Mr. Rose - isn't
4 here today?

5 A Because we couldn't afford to pay him. We already owe
6 him.

7 Q Did you discuss this with him?

8 A Yes, I did.

9 Q And is that what he told you, that he could not be here
10 because you couldn't pay him?

11 A No. I asked him did he feel that I needed counsel. And I
12 said I was told that I was to be asked questions referring to the
13 statement that I gave to Mr. Wolfe. This is what I understood.

14 Q I see.

15 A And he told me if I didn't understand anything, answer to
16 the best of my ability.

17 Q Now, with respect to this business that we've just been
18 talking about, do you have on the tip of your tongue, or could you by
19 looking at some of the records that have been introduced, give us any
20 idea as to, Number One, the number of people who were sympathetic
21 to your cause, who were laid off in the big layoff? I'll just take it
22 that far.

23 MR. LANKER: I'm going to object to that, as calling for
24 state of mind, that is the word "sympathy".

25 TRIAL EXAMINER: I'll overrule the objection.

1 A Well, the girl I rode with, she lives a pretty good distance
2 f rom me, and she would come over and get me, and sometimes -

3 Q When you were late would you have to report to anyone?

4 A Yes.

5 Q Who did you report to?

6 A Elisabeth, she'd check it on me; if I was there, she would
7 take it off.

8 Q That's Elisabeth Riddle?

9 A Yes.

10 Q Did you ever have occasion to leave work early, or go
11 home early?

12 A Yes. To a doctor's ; to appointments.

13 Q Did you have to get permission to do that?

14 A I asked Elisabeth to ask Mr. Montague.

15 Q You asked Elisabeth or Montague?

16 A I could go direct to Mr. Montague and ask him to be
17 off.

18 Q All right. How large is the plant in which you worked?

19 A It's not very big.

20 Compared to what?

21 TRIAL EXAMINER: Off the record.

22 (Discussion off the record.)

23 TRIAL EXAMINER: On the record.

24 BY THE TRIAL EXAMINER:

25 Q How many people are employed in the plant in which you

- 1 work?
- 2 A Roughly guessing, I would say --
- 3 Q Good enough.
- 4 A -- maybe 140, 150 maybe.
- 5 Q All right. Now, who is in overall charge of the plant?
- 6 A Overall?
- 7 Q Who is the main boss?
- 8 A The manager, Mr. Gunselman.
- 9 Q Mr. Gunselman?
- 10 A Uh huh.
- 11 Q Is he out on the floor during the day?
- 12 A Oh, various times.
- 13 Q And who is under Mr. Gunselman?
- 14 A Under Mr. Gunselman?
- 15 Q Yes.
- 16 A Oh, Mr. Montague, Lucy Surface.
- 17 Q Who is she?
- 18 A Was. Lucy Surface was. You're speaking of -
- 19 Q Who was she?
- 20 A At this time in '65?
- 21 Q Right.
- 22 A She was at the plant then.
- 23 Q What was her job?
- 24 A She was Quality Control.
- 25 Q And did she say in one specific place?

1 A Yes; she had an office. She circulated around the plant
2 all day mostly.

3 Q And who was under -- Let's see, there was Surface
4 and Montague, and Gunselman.

5 Was there anyone under them?

6 A Under them?

7 Q Yes.

8 A Well, I'm not sure about my dates, I don't know when it
9 happened, but since then there has been some more foremens there
10 to help Mr. Montague, relieve him at times, but I can't say it was
11 in '65 or since '65.

12 Q What was it before, or after - was Surface --

13 A Lucy was still there.

14 Q She was still there?

15 A Yes.

16 Q And what did these foremen do?

17 A Oh, they had one side - each one had different sections
18 of the plant that they supervised.

19 Q How many were there?

20 A You mean foremen?

21 Q Yes.

22 A Only two at a time, besides Mr. Montague, at one time;
23 but then once there was Mr. Montague only and one.

24 Q Now, between the foremen - Are the foremen still there?

25 A No.

- 1 Q Were they --
- 2 A Mr. Montague is in North Carolina now.
- 3 Q Well, back in October and November, was Mr. Montague --
- 4 Mr. Montague was there?
- 5 A Yes, sir.
- 6 Q And Lucy was there?
- 7 A Yes.
- 8 Q And were the foremen there?
- 9 A I don't remember. I don't know if Mary come there then
- 10 or later.
- 11 Q Was there anyone between the group leaders and Mr.
- 12 Montague?
- 13 A Between the group leaders and Mr. Montague?
- 14 Q Yes.
- 15 A I don't know this. If there is, I don't know.
- 16 Q Was there in October or November?
- 17 A No; I don't think so, other than Mr. Gunselman.
- 18 Q Now, you testified to a meeting which you went to in
- 19 Mr. Gunselman's office.
- 20 A Yes.
- 21 Q I believe it was a group of you?
- 22 A Yes.
- 23 Q And you asked for recognition, and the Company said
- 24 "No soap", they couldn't do that.
- 25 A Well, I mean as far as recognizing us, yes. But to

1 MR. LANKER: May we be off the record for a minute,
2 please?

3 TRIAL EXAMINER: If you have matters to take up
4 concerning the production of documents, you can do that after the
5 hearing is adjourned.

6 Call your next witness, please.

7 MR. LANKER: I call Juanita McGraw.

8 - - -

9 Whereupon,

10 JUANITA MCGRAW
11 a witness called by and on behalf of the General
12 Counsel, being first duly sworn, was examined,
13 and testified as follows:

14 TRIAL EXAMINER: Please be seated.

15 Give your full name and address to the reporter.

16 THE WITNESS: Juanita M. McGraw, 3938 Esquire
17 Place, Indianapolis.

18 DIRECT EXAMINATION

19 BY MR. LANKER:

20 Q Have you ever been employed by Regency Electronics,
21 Incorporated?

22 A Yes.

23 Q When did you start with that concern?

24 A Acting as a consultant from April of '63 until May 15th of
25 '65; May 1th of '65 I started full-time; and I terminated my employment

1 the 23rd of May of this year.

2 Q And from May of '65 to May of '66 what was your
3 capacity?

4 A Personnel Director.

5 Q And how did your employment end? Was it a voluntary
6 termination?

7 A Definitely; I resigned.

8 Q And will you tell us your duties from May of '65 to May
9 of '66 as Personnel Director?

10 A Well, a Personnel Director is kind of a jack of all trades,
11 particularly in a small company - hiring, in some cases discharging,
12 counselling with employees. This encompassed numerous things such
13 as mostly financial. And all the group insurance program. I was
14 responsible for establishing policies for the company, because they
15 had very few. I was in the process of making some changes as far as
16 training, job classifications, and things like this.

17 This all had to cease when our union activity started.

18 I think I mentioned group insurance.

19 Besides this, pertaining to the employees I also handled
20 all the insurance for the company, which, of course, includes
21 liability, building and grounds, fire.

22 Now, I did this for all three companies - Regency
23 Electroncis, Metrotek Electronics, which was located in Raleigh,
24 North Carolina, and Shepherd Industries in Overland Park, Kansas.

25 Q Have you finished your answer now, on that?

1 A Well, unless I get into a very detailed job description, I
2 think so.

3 Q Thank you.

4 A I mean it's pretty difficult to remember everything.

5 Q Did your duties usually confine you to the office?

6 A Usually. I was required, of course, to make trips to the
7 other plants. But I was not able to get away, I just couldn't, I couldn't
8 get away too often.

9 Q By the other plants you're referring to the one in
10 North Carolina?

11 A North Carolina and --

12 Q Kansas?

13 A Overland Park, Kansas.

14 Q Overland Park, Kansas.

15 A Yes.

16 Q And do you know a person by the name of Mr. Limesand?

17 A Uh huh.

18 Q Do you recognize him as the gentleman here to my left
19 at counsel table?

20 A Right.

21 Q Do you recall him approaching you at sometime in June,
22 1966?

23 A It was one day last week.

24 MR. TINKHAM: Excuse me. I think this is probably
25 irrelevant.

1 MR. LANKER: Oh, I --

2 MR. TINKHAM: The fact that Mr. Limesand, or anyone
3 else approaches her. We're getting far afield.

4 TRIAL EXAMINER: I gather it's preliminary.

5 MR. TINKHAM: All right.

6 MR. LANKER: I'll connect it up.

7 TRIAL EXAMINER: Overruled.

8 BY MR. LANKER:

9 Q Your answer was he contacted you when?

10 A It was either sometime last week or the week before.

11 Q And where did he contact you?

12 A At my home.

13 Q And were others present at the time besides you and --

14 A Only my mother.

15 Q And did he ask to talk to you about the case?

16 A Yes.

17 Q And what was your reply to him?

18 A I refused to.

19 Q And you knew, did you not, that he was a representative
20 of the National Labor Relations Board at that time?

21 A That's right.

22 Q And he told you that?

23 A Yes.

24 Q And you still refused to talk to him about the case.

25 A Right.

1 MR. TINKHAM: Let me get something straight here, if
2 I might. This is a witness called by the Government. We don't have
3 to go very far in the preliminary questions to know that Mr. Lanker is
4 trying to impeach his own witness. The witness didn't talk to Mr.
5 Limesand. From this we're supposed to infer, were there a jury
6 here, that it was something terrible that she didn't talk to him.

7 I move this entire line of questioning be stricken now,
8 and we get down to the business at hand.

9 MR. LANKER: I would certainly --

10 TRIAL EXAMINER: What's the relevancy of this, Mr.
11 Lanker?

12 MR. LANKER: If I may be permitted to continue, I'll
13 show the foundation I hope to lay for 43(b) examination of this
14 witness. I assured Counsel several days --

15 TRIAL EXAMINER: Is this for laying foundation for a
16 ruling by me that Mrs. McGraw is an adverse witness?

17 MR. LANKER: Yes, sir.

18 TRIAL EXAMINER: Can we stipulate that Mrs. McGraw
19 is an adverse witness of General Counsel?

20 MR. TINKHAM: I think we probably can.

21 TRIAL EXAMINER: The stipulation is accepted.

22 Based on that, I'll strike the entire line of questions.

23 MR. LANKER: I object to the striking of it.

24 TRIAL EXAMINER: Objection overruled.

25 BY MR. LANKER:

1 Q Have you talked with Mr. Tinkham about this case?

2 A Naturally.

3 MR. TINKHAM: I will object to any and all conversations
4 between Mrs. McGraw, or any agent of the Respondent, and myself
5 claiming a confidential communication between attorney and client.

6 MR. LANKER: Well, I certainly would like to ask some
7 questions on that. I'm entitled to show the bias of this witness as
8 bearing on her credibility.

9 TRIAL EXAMINER: This is a 43(b) witness. Please
10 examine her.

11 MR. TINKHAM: You've already --

12 THE WITNESS: May I ask what a 43(b) witness is?

13 TRIAL EXAMINER: 43(b) witness means that you are a
14 representative of the adverse party, and Mr. Lanker can examine
15 you by means of leading questions as if he were cross-examining
16 you.

17 THE WITNESS: I see.

18 BY MR. LANKER:

19 Q Do you know a person named Lillian Hawkins?

20 A Yes.

21 Q And did you recognize her as one of the laid-off
22 employees of Regency Electronics, Incorporated?

23 A Uh huh.

24 Q Do you know she was laid off on November 12, 1965?

25 A Yes.

1 Q And are you a personal friend of Lillian Hawkins?

2 A Not a personal friend, no.

3 Q Directing your attention to the week commencing June 27,
4 1966, did you call her up on the phone?

5 A Yes.

6 Q And had she asked you to call her?

7 A No.

8 Q And did you call on a personal matter, some personal
9 friend, or some personal relationship like that?

10 A No.

11 Q What led you to call Lillian Hawkins on that occasion?

12 A I had heard some conflicting stories. I heard that she
13 had made a charge against the Company, and then again I knew that
14 she had by the subpoena that was in Mr. Tinkham's office. And I had
15 heard that she had dropped her charges. And I wanted to know why.
16 I asked Lillian if someone had been out to talk to her, or what.

17 Q You asked her this?

18 A Yes.

19 Q Well, now, at the time you were no longer Personnel
20 Director?

21 A No.

22 Q Is that correct?

23 A No.

24 Q And you had no financial concern in the company as of
25 June, as of the time you talked with Lillian Hawkins?

1 A What do you mean, financial concern?

2 Q Did you own any stock in the company?

3 A No.

4 Q Did you report the results of this conversation to
5 anyone?

6 A No, I didn't.

7 Q Why was it you wanted to know this information?

8 MR. TINKHAM: I'll object to why she wanted to know.

9 It calls for an examination of the witness' mind.

10 TRIAL EXAMINER: What has this got to do with the
11 complaint?

12 MR. LANKER: This shows -- we're attempting to show
13 hostility on the part of the company; we're trying to show this witness'
14 conduct was either authorized or ratified. We're trying to show that by
15 the fact that a person, one who has voluntarily resigned her employment
16 with the company is now willy-nilly going about calling up 8(a)(3)'s and
17 inquiring of them, as this witness has, as to whether or not she's filed
18 a charge against the Company, whether she's withdrawn that charge,
19 whether or not somebody has been around and talked to her about the
20 case.

21 MR. TINKHAM: I think this can be produced by the
22 witness Lillian Hawkins herself, if you think that's relevant. I'm not
23 sure that it is.

24 TRIAL EXAMINER: If this goes to interference with the
25 Board's processes -- is that what you're driving at?

1 MR. LANKER: We are --

2 TRIAL EXAMINER: Are you driving at animus; are you
3 trying to establish anti-union animus on the part of the Company, Mr.
4 Lanker?

5 MR. LANKER: Yes, sir.

6 TRIAL EXAMINER: This is not going to interference with
7 Board processes?

8 MR. LANKER: No, sir. We had not thought of that in
9 those terms.

10 TRIAL EXAMINER: I sustain the objection.

11 BY MR. LANKER:

12 Q How long did you talk with Lillian Hawkins on this
13 occasion?

14 MR. TINKHAM: Same objection.

15 TRIAL EXAMINER: Sustained.

16 BY MR. LANKER:

17 Q Do you recall all that you said and all that Lillian
18 Hawkins said on this occasion?

19 MR. TINKHAM: Same objection.

20 TRIAL EXAMINER: In what capacity are you alleging
21 that Mrs. McGraw made the telephone call, had the conversation?

22 MR. LANKER: We're trying to show, and the objections
23 have been sustained to my questions, but we're trying to show that
24 it must have been an authorized or ratified act, hence that it was as
25 an agent of Respondent that she committed this act, which shows the

1 animus of Respondent.

2 TRIAL EXAMINER: I don't see where it goes anywhere
3 beyond the legitimate investigation and preparation of defense permitted
4 under the Joy Silk line of cases, and I'm going to sustain the
5 objection to the whole line.

6 MR. LANKER: I'm not being permitted to ask questions
7 touching on whether or not this witness was given any guarantees as
8 enunciated under a new line of cases?

9 This certainly goes beyond my recollection of what the
10 Board within the past year has announced as its new policy on this type
11 of conduct.

12 TRIAL EXAMINER: Move on to another area of
13 examination.

14 BY MR. LANKER:

15 Q Now, directing your attention to the period from May, '65
16 to May, 1966, who was the highest official of Regency Electronics,
17 Incorporated?

18 A Dwayne Berner.

19 Q And his capacity was president?

20 A Right.

21 Q And he held that position at all times during the year
22 from May, 1965 to May, 1966?

23 A Uh huh.

24 Q During that same period of time, was Mr. Gunselman
25 vice-president?

- 1 A Vice-president in charge of manufacturing.
- 2 Q And --
- 3 TRIAL EXAMINER: What is his first name?
- 4 THE WITNESS: Wayne.
- 5 TRIAL EXAMINER: Wayne Gunselman?
- 6 THE WITNESS: Wayne.
- 7 TRIAL EXAMINER: Wayne and Dwayne.
- 8 THE WITNESS: Wayne and Dwayne; that's right.
- 9 TRIAL EXAMINER Vice-president and in --
- 10 THE WITNESS: In charge of manufacturing.
- 11 BY MR. LANKER:
- 12 Q Is he still in that position?
- 13 A Yes.
- 14 Q And who was secretary of Regency Electronics,
- 15 Incorporated during this same period that I'm asking you about?
- 16 A Mr. Jim Sommer - James Sommer.
- 17 Q And the treasurer during the same period?
- 18 A They had an acting treasurer; he was assistant
- 19 treasurer but also acting treasurer who was Don Himmelghorn.
- 20 Q Did Mr. Berner spend much time in the plant during the
- 21 period May, '65 to May, '66? By that I mean in the production areas
- 22 of the plant, both at avionics and at 7900 Pendleton Pike?
- 23 A Not in the production areas, no.
- 24 Q And the same question with respect to Gunselman, during
- 25 this same period of time did he spend much time in the production

1 areas of the plant?

2 MR. TINKHAM: Could I have one moment, Mr. Hearing
3 Officer?

4 TRIAL EXAMINER: Off the record.
5 (Discussion off the record.)

6 TRIAL EXAMINER: On the record.

7 Go on, Mr. Lanker.

8 MR. TINKHAM: I believe we're going to object to
9 references to the so-called avionics facility. It appears here that
10 we're only confronted with the alleged enterprise on 7900 Pendleton
11 Pike. I move that answer as it relates to the avionics facility be
12 stricken.

13 MR. LANKER: Well, may I be heard on that?

14 TRIAL EXAMINER: This is a point that has been lurking
15 in my mind from the beginning of the hearing. I'd like to have it
16 cleared up.

17 MR. LANKER: If I may have a moment to examine a letter
18 from Counsel. I think Counsel fully understands the nature of the
19 interrelationship between these two plants, and I know that the
20 subpoenaed documents relate to both avionics production and commercial
21 production.

22 TRIAL EXAMINER: Let me ask you a question. Are these
23 separate companies?

24 MR. TINKHAM: They're not separate companies.

25 TRIAL EXAMINER: They are two divisions of a single

1 corporation?

2 MR. TINKHAM: Physically more divided than anything
3 else.

4 TRIAL EXAMINER: I don't understand your answer,
5 Mr. Tinkham.

6 MR. TINKHAM: Perhaps not functionally divided.

7 MR. LANKER: I might add, Mr. Examiner, that
8 Respondent sent in a list --

9 MR. TINKHAM: Excuse me.

10 The avionics is at the other location, which is the
11 Franklin Road location, which is the Avionics Division of Regency
12 Electronics, Inc.

13 TRIAL EXAMINER: Franklin Road Division?

14 MR. TINKHAM: Franklin Road; and 7900 Pendleton
15 Pike is the company apparently, the entity that we're concerned with.

16 TRIAL EXAMINER: And where are the employees
17 employed?

18 MR. TINKHAM: They're employed at both -- in both
19 places, in the avionics and also in the 7900 Pendleton Pike, or the
20 commercial.

21 TRIAL EXAMINER: Now, this list of employees that
22 you furnished for Regency Electronics as of 10/10/65; are those
23 employees employed only at 7900 Pendleton Pike?

24 MR. TINKHAM: Those are all the employees.

25 TRIAL EXAMINER: Those are all the employees?

1 MR. TINKHAM: Uh huh.

2 TRIAL EXAMINER: And did this layoff encompass
3 employees at both locations?

4 MR. TINKHAM: I believe it did.

5 TRIAL EXAMINER: Is there any interchange of
6 employees between the two sites?

7 MR. LANKER: There is.

8 MR. TINKHAM: Wait a minute.

9 Is there?

10 THE WITNESS: I didn't hear the -

11 MR. TINKHAM: Interchange of employees.

12 THE WITNESS: Interchange. They've all been moved
13 with the exception of the machine shop; that's the only group of
14 non-exempt personnel, hourly non-exempt that still remains in the
15 Franklin Road address.

16 TRIAL EXAMINER: Everything has been moved over to
17 Pendleton Pike?

18 THE WITNESS: Everything has been moved over to
19 Pendleton Pike.

20 TRIAL EXAMINER: Since when?

21 THE WITNESS: Since about the third week in November.

22 TRIAL EXAMINER: Of 1965?

23 THE WITNESS: '65.

24 TRIAL EXAMINER: I'll overrule your objection.

25 BY MR. LANKER:

1 Q The question was with respect to Mr. Gunselman. I'm
2 asking you to state whether he spends a substantial amount of time, or
3 did during the period January, '65 to January -- during the period
4 May, '65 to May, '66, in the production areas at the avionics plant
5 or --

6 MR. TINKHAM: I --

7 BY MR. LANKER:

8 Q -- or at 7900 Pendleton Pike?

9 MR. TINKHAM: The best way to produce this evidence
10 would be to produce it through Mr. Gunselman. Testimony from this
11 witness would be that her office is not in the production area. She
12 can testify as to what she does. She's not competent to testify as to
13 what Mr. Gunselman does, except to the extent that perhaps she sees
14 him when she is there.

15 MR. LANKER: May I be heard?

16 This witness has refused to talk to Counsel for General
17 Counsel, and has admitted talked to Respondent's Counsel. If she
18 doesn't know, I am sure she can tell us she doesn't know. She is
19 capable of making an admission. This was the whole purpose of
20 stipulating she's a hostile witness. She's testified to her capacity with
21 the company. If something isn't so I ask, I'm certain we can rely
22 on her to say that it isn't so.

23 MR. TINKHAM: Well, I --

24 TRIAL EXAMINER: Gentlemen.

25 Mrs. McGraw, with the understanding that all of

1 Mr. Lanker's questions are paraphrased or introduced with the phrase,
2 "To the extent that you know of your own personal knowledge," I'm
3 ruling the objection.

4 Answer the question.

5 BY MR. LANKER:

6 Q Did you understand the ruling?

7 A I understand what you mean.

8 Q Will you --

9 A Will you restate it?

10 Q Yes. During the period from May of 1965 to May of 1966,
11 did Mr. Gunselman spend a substantial amount or substantial amounts
12 of time in the production areas at either 7900 Pendleton Pike plant of
13 Regency Electronics, Incorporated, or at the so-called avionics
14 plant of Regency Electronics, Incorporated?

15 A I don't know.

16 Q Can you tell us why you would know with respect to
17 Mr. Berner but would not know with respect to Mr. Gunselman?

18 A Yes; very easily. Mr. Berner was my immediate
19 superior.

20 Q And he was there in your same office with you?

21 A Not in my same office, but if you have ever worked under
22 Mr. Berner you would know you get about three phone calls an hour,
23 and you know when he's around, regardless of whether he's in the
24 other building or in the same building or in your own office. And he
25 thinks of something, and then, bingo, you get called. And your day is

1 constantly interrupted.

2 Q And you never got any calls from Mr. Gurselman?

3 A No; I would have no reason to, very little reason to.

4 Q He wasn't your supervisor?

5 A No.

6 MR. TINKHAM: Can we get on to something that is
7 relevant to this hearing, Mr. Hearing Examiner? This is --

8 TRIAL EXAMINER: Mr. Tinkham, let's let Mr. Lanker
9 try his case for a while.

10 MR. TINKHAM: I object to this entire line of questioning.
11 It's irrelevant.

12 TRIAL EXAMINER: Overruled.

13 BY MR. LANKER:

14 Q How far were you from Mr. Berner's office?

15 A I never timed it, but I think it would take about three
16 minutes to get there.

17 Q And from Mr. Gunselman's office how far were you?

18 A Right around the corner.

19 MR. TINKHAM: Just a moment. May I interrupt just
20 so that we don't get confused.

21 Three minutes by what - walking?

22 THE WITNESS: By car.

23 BY MR. LANKER:

24 Q You were three minutes by car from Mr. Berner's
25 office?

1 A

2 Q around the corner from Mr. Gunselman's
3 office

4 A

5 Q Did he ever pass by your office on any occasion?

6 A Yes, at some times he did, but I had my office
7 rearranged so that I was facing the other way, and the
8 doorway, having too much traffic go by my office, there was
9 too much noise, so I had an area built outside my office for a
10 reception area where I had my secretary sitting. From then on I
11 couldn't see him, and no one could see in.

12 Q Now, with respect to the period from May, 1965 and
13 through May 1966 did any person report to Mr. Gunselman, any
14 production manager or production supervisor report to Mr.
15 Gunselman from Mr. Berner from either plant, the avionics plant or
16 7900 Pendleton Pike?

17 MR. TINKHAM: I'll object to that on the ground of her
18 incompetency to testify to that fact.

19 THE EXAMINER: I don't quite understand your
20 question.

21 THE EXAMINER: I'll withdraw the question.

22 BY MR. TINKHAM:

23 Q Between May, 1965 to May, 1966 were there any
24 supervisors at 7900 Pendleton Pike?

25 A Yes, there were any supervisors?

1 Q Yes.

2 A Yes.

3 Q And who was the highest ranking supervisor at the plant
4 at 7900 Pendleton Pike?

5 A The Plant Foreman.

6 Q And who was that?

7 A That was Roland Montague at that time.

8 Q And to whom did he report?

9 A To Mr. Günselman.

10 Q And this James Sommer, did he spend a substantial amount
11 or substantial amounts of time in the production area at either the plant
12 at 7900 Pendleton Pike or the one of avionics?

13 A Well, Mr. Sommer is sitting at this table, and he is not
14 an employee of the firm, but an officer and general counsel.

15 Q So your answer is he didn't spend --

16 A That's right.

17 Q And would that also be true of the acting treasurer, that
18 he did not?

19 A No; he spent -- he was an employee, and I assume he
20 spent the same amount of time anyone else did.

21 Q For example, how much time did he spend in there
22 compared to someone else?

23 MR. TINKHAM: Again the question of competency of this
24 witness.

25 TRIAL EXAMINER: It is too speculative.

1 BY MR. LANKER:

2 Q Now, how many employees were employed at 7900
3 Pendleton Pike during the period from May 23rd, 1965 up to November
4 12th, 1965; on an average how many employees did you have?

5 A You mean average by month?

6 Q Any kind of an average - by week, by month, or just what
7 you would say is an average during that period, by any period you can
8 give it to us.

9 A I'd say about 150, 170, somewhere around in there.

10 Q Just at 7900 Pendleton Pike?

11 A Yes. You see the bulk of the office and your technical
12 personnel are in there, too.

13 Q All right. So that's about 150 to 1 --

14 A '70.

15 Q -- to 170.

16 A Yes.

17 TRIAL EXAMINER: And that includes the office and
18 technical?

19 THE WITNESS: Office and technical, yes, sir.

20 BY MR. LANKER:

21 Q And the office and technical would be the office and
22 technical for both the avionics plant on Franklin Road and the 7900
23 Pendleton Pike plant. Is that correct?

24 A The technical staff of course is companywide; the offices
25 are split up. There was purchasing and personnel in the plant o n

1 7900 Pendleton Pike; the sales and accounting offices were located in
2 the 4611 Franklin Road building.

3 Q Now, during this same period, from May, 1965, and up
4 until November 12, 1965, of these 150 to 170, approximately how many
5 on the average did you have only of production employees, in other
6 words excluding your office and technical employees?

7 A For both plants?

8 Q Just for the one at 7900 Pendleton Pike.

9 A I'd say about 120.

10 Q Now, as to those persons, approximately 120 in number
11 at 7900 Pendleton Pike, were they divided into any departments?

12 A Yes. Not departments; they were divided into sections.

13 Q All right. And how many sections did you have?

14 A Well, there was your manufacturing or production area,
15 which then broke down into assembly, coil, packing, and shipping.

16 Q All right.

17 A And then you had receiving, and stock, and the
18 in-coming materials inspection, which is a part of Quality Control.

19 Q Any other work areas or sections?

20 A Test.

21 Q Is that part of Quality Control?

22 A That's part of manufacturing.

23 Q Any other sections?

24 A Not in the Pendleton Pike building.

25 Q Now, as to these 120 employees, or average 120 employees,

1 were they distributed throughout these work sections that you've just
2 told us about? In other words, are there any other work sections that
3 you haven't told us about that make up these 120 employees?

4 A No.

5 Q And who supervised - who had the overall supervision of
6 each one of these work sections that you told us about?

7 A The Plant Foreman.

8 Q Mr. Montague?

9 A Yes; uh huh, with the exception of receiving and stock,
10 and the in-coming materials. He had nothing to do with that.

11 Q Who had receiving and stock?

12 A A fellow by the name of Roland Huber.

13 Q And how many people were in receiving and stock, about
14 how many during this period?

15 A Four, I would say offhand, just guessing.

16 Q And in incoming materials, inventory --

17 A Two.

18 Q Two.

19 A Uh huh.

20 Q Two employees?

21 A Uh huh.

22 Q So with the exception of those two work groups, the
23 overall supervisor of these, of the rest of the work sections was
24 Mr. Montague.

25 A Right.

1 A Right.

2 Q Now, did you have any person that reported to Mr.
3 Montague from the assembly area during the period from May to
4 November, 1965?

5 A Well, I think you'd better --

6 MR. TINKHAM: To which I'll object, again on the
7 grounds of competency of this witness as to who was or was not
8 reporting to Mr. Montague.

9 TRIAL EXAMINER: Overruled.

10 BY MR. LANKER:

11 Q Did you understand the question?

12 A I understand the question. But I think -- First of all, I
13 don't think this has ever been brought up before, but there was a man
14 that worked directly under Montague--

15 Q Okay. Who was that?

16 A -- that was being trained to take his place when Montague
17 was down in North Carolina.

18 Q Okay. Who was this?

19 A And he was an acting foreman, Larry Bright.

20 TRIAL EXAMINER: During what period was he being
21 trained?

22 THE WITNESS: Well, I think he started either the latter
23 part of August or sometime the first of September, but I don't know
24 the exact date.

25 BY MR. LANKER:

1 Q 1965?

2 A Yes.

3 TRIAL EXAMINER: Is he now the Plant Foreman?

4 THE WITNESS: He has since left the company. He went
5 back to his farm.

6 BY MR. LANKER:

7 Q Now, with respect to Larry Bright, or Mr. Montague, or
8 both, during the period from May to November of 1965, did anyone
9 from the assembly area report to either or both of those gentlemen?

10 A They had the area divided, and as to how they had it
11 divided, I don't remember, but a certain number of group leaders,
12 a certain number of - well, like the group leader in charge of test,
13 the shipping clerk - I guess that's the two areas. The group leaders
14 and so forth reported directly to them.

15 Q The group leaders in testing -- I didn't understand.

16 A There was a man over testing.

17 Q Who was that man?

18 A A fellow by the name of Jimmy Meece.

19 TRIAL EXAMINER: Just so we -- How many were in
20 testing?

21 THE WITNESS: How many men?

22 TRIAL EXAMINER: How many people?

23 THE WITNESS: Well, you're asking me to remember
24 things I can't.

25 TRIAL EXAMINER: Just do the best you can.

1 THE WITNESS: I'd say fifteen altogether, including the
2 girls.

3 TRIAL EXAMINER: They were not in production and
4 maintenance, were they? They were included in technical?

5 THE WITNESS: No. Testing is not technical.

6 TRIAL EXAMINER: That's in production and
7 maintenance?

8 THE WITNESS: Right.

9 BY MR. LANKER:

10 Q Now, when did Jimmy Meece - when was he put over
11 testing?

12 A Oh, Jimmy was over testing for quite a while; I don't
13 know exactly when. He was in charge of testing when I went there.

14 Q And did he remain in that position ?

15 A Until he left in - I think it was around the middle of
16 December.

17 Q 1965?

18 A Yes.

19 Q All right. How many employees on the average were
20 there in the assembly section during this same period, from May to
21 November, 1965?

22 A I can't answer that.

23 Q How many in coil?

24 A I'd say twelve to fifteen.

25 Q And how many in packing?

1 A I think usually about six.

2 Q And in shipping?

3 A Just two.

4 Q Now, is there any person in packing who reported to
5 either Bright or Montague?

6 A The group leader.

7 Q And who was that group leader?

8 A When?

9 Q During the period May to -- During the period May through
10 and including November 11, 1965.

11 A Well, they had several. First there was a Mary Jones.

12 Q And when did her capacity --

13 A She terminated her employment November 2nd, 1965.

14 She had been on a leave of absence for approximately two or three
15 months, and during that time Aleen Stock was acting group leader.

16 TRIAL EXAMINER: What period was Aleen Stock acting
17 group leader?

18 THE WITNESS: During the last two months before she
19 terminated - before this girl terminated.

20 BY MR. LANKER:

21 Q Before November 2nd, '65?

22 A Uh huh.

23 THE WITNESS: So it probably would have been September
24 or October.

25 TRIAL EXAMINER: Were the employees advised she was

1 acting group leader?

2 THE WITNESS: Oh, yes.

3 BY MR. LANKER:

4 Q Now, as to the shipping section, was there any person, of
5 those approximately two employees, who reported directly to
6 Mr. Montague or to Mr. Bright, or to both?

7 A No; no one reported directly to Mr. Montague there.
8 The shipping clerk reported directly to Mr. Gunselman.

9 Q I see.

10 A But it was still a part of the manufacturing area, the
11 same as the RA section that were all returns, where the radios come
12 back for repair, that report directly to Mr. Gunselman.

13 Q And as to the Coil Department, in the period May to
14 November 11th, 1965, was there any person in that section that
15 reported to Mr. Montague, or Mr. Bright, or both?

16 A Maxine Healey, group leader.

17 Q In other words, this is true for all that period that I
18 asked you about, May to November 11th, 1965?

19 A As far as I know.

20 MR. TINKHAM: What department are we in now?

21 TRIAL EXAMINER: Coild.

22 MR. LANKER: Coil Department.

23 BY MR. LANKER:

24 Q And the assembly department I assume, then, had the
25 rest of the employees. Is that correct?

1 A Yes; all your lines would be under your assembly.

2 Q And was there any person, or were there any persons in
3 the assembly section who reported directly to either Mr. Bright or
4 Mr. Montague, or both?

5 A Well, all the group leaders that would be in charge of the
6 lines would.

7 Q And who were they during the period from May to
8 November, 1965?

9 A Ann Woodstock; Cora Hollcraft; Virginia Humfleet; Norma
10 Rumler -- not Norma, but Eleanor, rather --

11 MR. TINKHAM: Who was the last?

12 THE WITNESS: Eleanor Rumler.

13 A (Continued) I think that's it.

14 BY MR. LANKER:

15 Q Okay.

16 A Of course the avionics, of course, was separate from
17 that.

18 Q All right. Now --

19 MR. TINKHAM: May I have a continuing objection to this
20 whole line of questioni ng in case it doesn't get hooked up?

21 TRIAL EXAMINER: Just in case it docsn't, we'll give
22 you a continuing objection.

23 We'll overrule it, too.

24 BY MR. LANKER: .

25 Q As to Maxine Healey, Ann Woodstock, Cora Hollcraft,

1 Virginia Humfleet, Eleanor Rumler, would you describe what their
2 duties were?

3 MR. TINKHAM: I would object on the grounds of
4 competency of this witness, and I would think the best person to
5 describe that would be the person to whom they were reporting, which
6 was not this witness.

7 TRIAL EXAMINER: I believe, Mr. Tinkham, you
8 testified that this witness established the classifications for the
9 company. I think that this witness is -- I think you qualified this
10 witness to testify on that point.

11 MR. TINKHAM: Well --

12 TRIAL EXAMINER: Overruled.

13 MR. TINKHAM: I might make it clear that to the extent
14 that she did it was in concert with Mr. Gunselman, who is in charge
15 of production.

16 And when I say established, I mean that she with Mr.
17 Gunselman. She was the Personnel Director, who has to make - when
18 we finally do get classifications, she records them. But I think the
19 person best qualified to testify about the duties of these individuals
20 were the people to whom they were reporting.

21 Mrs. McGraw, by her own testimony, is not involved
22 in production.

23 TRIAL EXAMINER: But she did establish the
24 classifications, and she was more than a clerk who wrote down what
25 was told to her to write down, I'm quite sure.

1 I overrule your objection.

2 Do you remember the question?

3 THE WITNESS: Yes, I do.

4 TRIAL EXAMINER: Good.

5 A I would like to say this: we operate Regency Electronics
6 no different than RCA or General Electric --

7 TRIAL EXAMINER: Off the record.

8 (Discussion off the record.)

9 TRIAL EXAMINER: On the record.

10 A (Continued) A group leader is a group leader. They are
11 responsible for production, in keeping the employees busy at all times.
12 They are charged with the responsibility of training, and assisting
13 employees where it is needed, if they're having problems, and - in
14 let's say working with the new unit.

15 They are supposed to work with that girl until such time
16 as she is able to be on her own, so to speak.

17 If she has problems with a particular girl, she is not to
18 handle this herself. She is to call it to the attention of her immediate
19 supervisor.

20 In the event he was gone, or there was no one there, if
21 anything should come up, they should come into the Personnel
22 Department.

23 They are to keep their lines supplied with materials from
24 the stock room.

25 Then they were responsible for keeping the time sheets

1 on the girls and having them sign them at the end of the week.

2 That's it.

3 BY MR. LANKER:

4 Q When you came there in May of 1965 did you write up such
5 a job description for the group leaders?

6 A No, I never. When you get into a small company, when
7 you go into one like I did where there is virtually no records, it takes
8 you several months to build up to where you even know who is working
9 there, let alone start working on job descriptions. This is a job in
10 itself.

11 Q Did you at any time in 1965 prepare job descriptions for
12 these group leaders?

13 A I have never prepared a job description at that company.

14 Q For no one?

15 A For no one.

16 Q Have you directed or advised the group leaders concerning
17 their duties?

18 A I did have a talk with them. I don't recall which month
19 it was now, but I counselled with them concerning some complaints
20 we had had from the girls, and some very - well, two groups leaders
21 in particular we had a number of complaints on. These were
22 counselled individually. And then we talked with the group leaders
23 collectively as to how they should conduct themselves in order to get
24 the best cooperation out of the people on the line, and to help them
25 more, and in their training, and so forth. I mean it was just a

1 counselling type thing.

2 Q Did you do that?

3 A I did part of it, and the foreman did part of it.

4 Q Was there more than one occasion during this period,
5 May to November, 1965, when these group leaders were counselled,
6 as you call it?

7 A Well, not in counselling, no. There was one time when I
8 called them all in, because I thought the girls were wearing their
9 shorts too short, and this is rather embarrassing for a man to handle.

10 Q Yes.

11 A In fact, the men refused to do it.

12 And the insurance inspector had been out there, and he
13 had suggested in his written report to us that we ask them to lower the
14 length of their shorts. So this is something that only a woman can
15 handle, let's put it that way, and do it, and have it understood in the
16 right manner.

17 Q So they, the group leaders handled that?

18 A I asked them to, yes.

19 Q And did they?

20 A Yes.

21 Q Are there any other matters like that which the group
22 leaders took care of at your direction?

23 A No. Actually I had very little to do with the group
24 leaders as far as their actual work was concerned.

25 Q You did consult with them, didn't you, with respect to

1 who to select for layoff in November, 1965?

2 A I called all the group leaders in individually, the foremen,
3 and the Quality Control supervisors, and each individual was taken
4 separately and then rated.

5 Q By that you mean each employee in the plant was taken
6 individually -

7 A Yes.

8 Q -- and was rated by each of those people you've named -
9 the group leader, the foreman, and the Quality Control person?

10 A Right.

11 Q And yourself?

12 A Uh huh -- No.

13 Q You didn't?

14 A I did not. I wasn't qualified to rate them; I couldn't rate
15 them.

16 Q But you had each of the group leaders that you've named -
17 Maxine Healey, Ann Woodcraft -- Woodstock, Cora Hollcraft --

18 TRIAL EXAMINER: Mr. Lanker, the names are in the
19 record. You don't have to go through them.

20 MR. LANKER: All right.

21 BY MR. LANKER:

22 Q You had each one of those group leaders rate each
23 employee in their group. Is that correct?

24 A Right.

25 Q And they did it.

1 A Yes.

2 Q Did you have regular meetings with the group leaders?

3 A No.

4 Q The group leaders, did they make the same amount per
5 hour as the employees in their sections, or more than the other
6 employees in their sections?

7 A Well, they had higher rated positions so it's only natural
8 to assume that they would get more money.

8830 9 TRIAL EXAMINER: Off the record.

10 (Discussion off the record.)

11 TRIAL EXAMINER: On the record.

12 We will break at this time until 9:30 tomorrow morning.

13 (Whereupon, at 5:30 o'clock p.m., Wednesday, July 6,
14 1966, the hearing was adjourned, to reconvene at 9:30 o'clock a.m.,
15 Thursday, July 7, 1966.)

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1 BEFORE THE NATIONAL LABOR RELATIONS BOARD

2 Region Twenty-Five

3 * * * * *

4 In the Matter of:

5 REGENCY ELECTRONICS, INC.

6 and

7 INTERNATIONAL UNION OF ELECTRICAL, Case No. 25-CA-2347
8 RADIO, AND MACHINE WORKERS, AFL-CIO

9 and

10 REGENCY EMPLOYEES INDEPENDENT Case No. 25-CA-2384
11 UNION

12 Party of Interest

13 * * * * *

14 Hearing Room - Sixth Floor
15 I. S. T. A. Center
16 150 West Market Street
17 Indianapolis, Indiana
18 Thursday, July 7, 1966

19 Pursuant to adjournment, the above-entitled matter came
20 on for further hearing, at 9:30 o'clock a.m.

21 BEFORE:

22 ARTHUR M. GOLDBERG, Esq. - TRIAL EXAMINER.

23 APPEARANCES:

24 (AS HERETOFORE NOTED.)

25

I N D E X

<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>EXAM</u>	<u>VO</u>
Juanita McGraw (resumed)	221					
(Resumed)	337					33
	339					
Wayne H. Gunselman	336					

E X H I B I T S

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>	<u>REJECTED</u>
GC 1-ZZ	210	210	
CP 1-A, -B, -C	220	220	
GC 15	233	236	
GC 16	243	244	
R 2	252	252	
GC 17 thru 24	259	260	
GC 25-A, -B	273	273	
GC 26	275		278
GC 27	283	284	
GC 28	291		294
GC 29	308	308	
GC 30-A thru 30-T	324	326	
GC 31	332	333	
GC 32	338	339	
GC 33	342	342	
GC 34	343		346

E X H I B I T S (Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>	<u>REJECTED</u>
GC 35	364	368	
TX 2	350	353	
GC 36	368	368	
GC 37	371	373	
GC 38	373		378

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8830-2 1 P R O C E E D I N G S

2 TRIAL EXAMINER ARTHUR M. GOLDBERG: On the
3 record.

4 The hearing in Regency Electronics, Inc., Cases No.
5 25-CA-2347 and 25-CA-2384 will be resumed.

6 Mr. Lanker, please proceed with your examination of
7 Mrs. McGraw.

8 MR. LANKER: Before I do that, the Trial Examiner
9 indicated that I should prepare in writing the motion to amend the
10 complaint with respect to paragraph 5(f). I have done that. I have
11 sufficient copies for the Trial Examiner and all parties.

12 I believe the Trial Examiner has already made a ruling
13 on that, pending my writing it down in clear form.

14 TRIAL EXAMINER: Why don't you introduce this
15 amendment to the formal papers as 1-ZZ.

16 MR. LANKER: Yes, sir.

17 (Whereupon, the document, above
18 referred to, was marked General
19 Counsel's Exhibit No. 1-ZZ for
identification, and was received
in evidence.)

20 MR. TINKHAM: Are we also going to have the balance
21 of the amendments in writing?

22 MR. LANKER: I'll be glad to do so, if that's the desire
23 of the Trial Examiner.

24 TRIAL EXAMINER: Let's have those tomorrow morning,
25 and I suppose that should be in as 1-AAA.

1 MR. TINKHAM: Well, we've got a petition to revoke
2 due from the Union.

3 TRIAL EXAMINER:/ That's right.

4 MR. RUTHERFORD: Yes. I have that.

5 Not being a lawyer, I can't assure you that it's in proper
6 language.

7 TRIAL EXAMINER: If I have to pass on this motion to
8 revoke the subpoena I suppose I ought to have a copy of the subpoena
9 informing --

10 MR. RUTHERFORD: I'm sorry.

11 (Document handed to Trial Examiner.)

12 TRIAL EXAMINER: Off the record.

13 (Discussion off the record.)

14 TRIAL EXAMINER: On the record.

15 The Charging Party and Respondent having had an
16 off-the-record discussion in an attempt to settle the matters raised
17 by Respondent's subpoena duces tecum B-54357, they have indicated
18 that they have reached agreement on the production or non-production
19 of certain of the documents required, and wish to have oral
20 argument prior to the ruling of the Trial Examiner on other matters.

21 Mr. Tinkham, would you proceed?

22 MR. TINKHAM: Yes, sir.

23 As to Item A under the subpoena referred to by the Trial
24 Examiner, Mr. Rutherford, who incidentally will testify later in the
25 hearing, said that such information does not exist by reason of the

1 fact that no dues or initiation fees were paid by Regency employees.

2 As to Item B, records of all disbursements, the same
3 applies. No such disbursements were made. So consequently there
4 would be no record. Again this is Mr. Rutherford's statement.

5 Item C, we'll defer for the moment because we'll have
6 to have a ruling on that.

7 Item D - Mr. Rutherford has agreed to furnish.

8 Item E apparently exists only in the form of the
9 information that has been agreed upon to be supplied in Item D.

10 As far as the information in Item F is concerned
11 relating to Local Union constitution and by-laws, and so forth,
12 Mr. Rutherford has assured me that no local representing Regency
13 Electronics employees has been chartered, and, therefore, records
14 and constitution and so forth don't exist.

15 Item G and Item H - I believe we need a ruling on those.

16 So taking C first - I might ask for the record first --

17 First of all, Mr. Rutherford, have I stated our agreement
18 as to the --

19 MR. RUTHERFORD: I think so, yes.

20 MR. TINKHAM: Looking first at Item C, which calls for
21 the production as outlined, of any minutes, notes, and other documents
22 of any nature whatsoever reflecting transactions of organizational
23 meetings, it is the position of the Respondent that much of what we are
24 now charged with, that is the 8(a)(3) discharge, or discharges of
25 various employees has to do with employees who became so-called

1 members of the Union, or indicated their desire in the Union after the
2 fact. Not necessarily after the fact of discharge, but after the fact
3 of announcement. There was one announcement - well, the first
4 announcement actually came in about September, when Mr. Berner
5 made a speech to all the employees, and he alluded to the transfer of
6 commercial production down to Raleigh, North Carolina. But, then,
7 rather specifically, about in October October 21st, another notice
8 was put on the bulletin board to the effect that all commercial
9 production was being transferred to Raleigh.

10 Now, it's the position of the Respondent that when this
11 became known that there was a flurry on the part of the Union with
12 respect to producing authorization cards. While we haven't seen those,
13 there was certainly another string added to the bow of the Union with
14 respect to the employees' possible need for the Union.

15 And because so much activity, we're guessing, was after
16 the fact of announcement or actual discharge pursuant to transfer,
17 but we think the minutes and notes and records, as well as the actual
18 attendance at the union meetings, and I think we're both in agreement
19 that there were meetings - I'm speaking now of the I. U. E. meetings,
20 are important and relevant as to what was going on, what they were
21 talking about, how much the membership increased by virtue of the
22 announcement of the actual discharge.

23 In addition, the Respondent would point out that all of the
24 records of the R. E. I. U. are now before the Hearing Examiner. And
25 for a complete analysis and examination of the total picture, it would

1 seem to me that all the records, including membership, who was there,
2 what was said, minutes, as some of those produced by the R. E. I. U.,
3 would be relevant to this hearing.

4 As to Item G, the same thing would obtain, correspondence
5 between the Union, the I. U. E., be it by the person of Mr.
6 Rutherford or his agent, and the Labor Board, would be relevant to
7 the approach that the Union was taking to its organizational efforts at
8 Regency. And also it's pursuit of unfair labor practice charges.

9 TRIAL EXAMINER: As to G, Mr. Tinkham, what would
10 you have me do in relation to correspondence from Union Counsel to
11 the Regional Office? Would you think this subpoena could reach such
12 correspondence?

13 MR. TINKHAM: I think if it were relevant to the issues
14 before this tribunal, yes.

15 TRIAL EXAMINER: Suppose they wanted you to produce
16 your correspondence?

17 MR. TINKHAM: In asking the first question, I realize --
18 I have no objection to your producing the correspondence whatsoever.

19 TRIAL EXAMINER: And H?

20 MR. TINKHAM: Now, the simple answer to that
21 question might be, and Mr. Rutherford can so testify that such
22 correspondence didn't exist. However, I doubt it. I rather imagine
23 that there was such correspondence. And we would be very interested -
24 and again there is the proximity question - that is, how close to the
25 so-called big discharge date were those letters written, and what did

1 members of the Union, or indicated their desire in the Union after the
2 fact. Not necessarily after the fact of discharge, but after the fact
3 of announcement. There was one announcement - well, the first
4 announcement actually came in about September, when Mr. Berner
5 made a speech to all the employees, and he alluded to the transfer of
6 commercial production down to Raleigh, North Carolina. But, then,
7 rather specifically, about in October October'21st, another notice
8 was put on the bulletin board to the effect that all commercial
9 production was being transferred to Raleigh.

10 Now, it's the position of the Respondent that when this
11 became known that there was a flurry on the part of the Union with
12 respect to producing authorization cards. While we haven't seen those,
13 there was certainly another string added to the bow of the Union with
14 respect to the employees' possible need for the Union.

15 And because so much activity, we're guessing, was after
16 the fact of announcement or actual discharge pursuant to transfer,
17 but we think the minutes and notes and records, as well as the actual
18 attendance at the union meetings, and I think we're both in agreement
19 that there were meetings - I'm speaking now of the I. U. E. meetings,
20 are important and relevant as to what was going on, what they were
21 talking about, how much the membership increased by virtue of the
22 announcement of the actual discharge.

23 In addition, the Respondent would point out that all of the
24 records of the R. E. I. U. are now before the Hearing Examiner. And
25 for a complete analysis and examination of the total picture, it would

1 seem to me that all the records, including membership, who was there,
2 what was said, minutes, as some of those produced by the R. E. I. U.,
3 would be relevant to this hearing.

4 As to Item G, the same thing would obtain, correspondence
5 between the Union, the I. U. E., be it by the person of Mr.
6 Rutherford or his agent, and the Labor Board, would be relevant to
7 the approach that the Union was taking to its organizational efforts at
8 Regency. And also it's pursuit of unfair labor practice charges.

9 TRIAL EXAMINER: As to G, Mr. Tinkham, what would
10 you have me do in relation to correspondence from Union Counsel to
11 the Regional Office? Would you think this subpoena could reach such
12 correspondence?

13 MR. TINKHAM: I think if it were relevant to the issues
14 before this tribunal, yes.

15 TRIAL EXAMINER: Suppose they wanted you to produce
16 your correspondence?

17 MR. TINKHAM: In asking the first question, I realize --
18 I have no objection to your producing the correspondence whatsoever.

19 TRIAL EXAMINER: And H?

20 MR. TINKHAM: Now, the simple answer to that
21 question might be, and Mr. Rutherford can so testify that such
22 correspondence didn't exist. However, I doubt it. I rather imagine
23 that there was such correspondence. And we would be very interested -
24 and again there is the proximity question - that is, how close to the
25 so-called big discharge date were those letters written, and what did

1 they contain with respect to Regency, the Company?

2 This is important for this reason - how many of these
3 employees signed up in the I. U. E. because they either were
4 discharged, or they thought they were going to be discharged?

5 Now, in a lot of - in some respects, I suppose, we're
6 anticipating our own defense. But I think we've got to produce these
7 documents at this point for the purpose of cross-examination and
8 what-have-you of the Government's case and additionally to prepare
9 our own.

10 But this thing -- excuse me -- this item would be very
11 relevant to a total consideration of just what was the inducement, if
12 any, for these people to become in effect 8(a)(3)s.

13 The first step was that they had to join the union. And
14 it's our contention that they did so because of the proximity of the
15 discharge date, or after the discharge date, irrespective of what
16 they indicated before. They may have signed authorization cards
17 before, but they may have done so on the condition that if they were
18 discharged they would remain in the union; if they were not, they
19 wanted their card back.

20 In substance, that's our argument.

21 TRIAL EXAMINER: Mr. Rutherford, do you have
22 anything to say on this?

23 MR. RUTHERFORD: Yes, sir.

24 I might mention briefly that I tried to in a few words
25 outline our position in these paragraphs.

1 In reference to C, I'd like to point out that the petition was
2 filed - that our Union did file a petition several days prior to the
3 October 21st meeting that Mr. Tinkham referred to as being the rash
4 of people wanting into the union.

5 And I do feel that if we had to turn over all items from
6 our organizational meetings it would give Respondent an advantage
7 that they don't rightfully deserve under the Act.

8 He mentioned that the other union did turn the records
9 over. I might point out that ours are more complete. For example,
10 the notes from our meetings includes the name, the address, and the
11 telephone number of all those persons who attended, and voluntarily
12 signed their name. So it's a little more complete than the others.

13 As for the correspondence to the Board, I would suggest
14 to Counsel for Respondent they might have a much more complete set
15 of documents if they would depend on the Board - Counsel for the
16 General Counsel to introduce them as evidence, because they have far
17 more of that than I do.

18 In regard to section H, our letters - I really have no
19 objection to subpoenaing those. However, I don't think it's right that
20 we should question the motives of anyone who wishes to join the
21 union.

22 Now, that briefly is our position. We feel that this is
23 really not necessary.

24 TRIAL EXAMINER: Does General Counsel have anything
25 to say on any or all of the issues involved in this argument?

1 MR. LANKER: Well, we obviously are not involved in
2 the enforcement or non-enforcement of the subpoena. Of course we
3 take issue insofar as Mr. Tinkham's arguments go to the merits of
4 the case. We don't agree at all with his contentions, if that's what
5 the Trial Examiner is asking me. I don't think his contentions insofar
6 as why employees joined the union, or when they joined it, and all
7 that, I don't think that will hold water, and I think the Trial Examiner
8 will see that.

9 But this is only to - I don't want there to be any tacit
10 agreement on my part that what he is asserting to be the facts of the
11 case, not with respect to the subpoena but with respect to the facts of
12 the case, I think the evidence will show the Trial Examiner that such
13 claims just don't hold any water.

14 TRIAL EXAMINER: We can sum up your argument that
15 you're an interested bystander to this.

16 MR. LANKER: I'm disinterested.

17 TRIAL EXAMINER: You're disinterested. I just wanted
18 to get your position.

19 Mr. Tinkham, you had something?

20 MR. TINKHAM: Well, one further point. We attempted
21 to - or the Government attempted through secondary evidence in the
22 person of, or in the testimony of Charlotte Farmer, to produce the
23 names of individuals who were at these meetings, the organizational
24 meetings of the I. U. E.

25 TRIAL EXAMINER: If they tried to produce the names of

1 those who attended the meetings, then why are you?

2 MR. TINKHAM: Of the I. U. E. But don't you remember,
3 she said they were invited to all the meetings. And she also stated -
4 I think the question by Counsel was, "Was Virginia Humfleet there?"
5 and she said, "Yes, she was there, too."

6 TRIAL EXAMINER: I believe that was going towards the
7 question of the group leaders attending the meetings. And if I
8 sustain that position that the group leaders are supervisors, then you've
9 got some sort of surveillance, or something going on there, I suppose.

10 You would then say that this would be the --

11 MR. TINKHAM: Best evidence.

12 TRIAL EXAMINER: -- best evidence rather than her
13 secondary evidence.

14 MR. RUTHERFORD: I would like to suggest, if my
15 memory serves me correct, that part of the testimony was stricken
16 from the record by direction of the Hearing Examiner.

17 TRIAL EXAMINER: It's really immaterial.

18 Mr. Lanker, do you intend during the course of this
19 proceeding to introduce the union authorization cards of any or all
20 of the 8(a)(3)'s?

21 MR. LANKER: Let me answer that this way: We intend
22 to introduce every authorization card that was ever signed by any
23 employee, be he non-8(3) or be he 8(3).

24 TRIAL EXAMINER: You intend to introduce those. Would
25 you turn those over to Mr. Tinkham at the present time?

1 MR. LANKER: If I may have a moment on that.

2 I don't -- This is a departure from standard procedure.

3 TRIAL EXAMINER: Mr. Rutherford, would you turn them
4 over at the present time?

5 MR. RUTHERFORD: No, sir.

6 MR. LANKER: He doesn't have possession of them. I
7 have possession of them, since he's turned them over to Mr. Limesand
8 and myself.

9 MR. RUTHERFORD: All I have is a typewritten list, and
10 unless I absolutely had to do it I would never turn them over to
11 Counsel for the Company.

12 TRIAL EXAMINER: Before you ask for your minute,
13 Mr. Lanker --

14 MR. LANKER: Let me say this, Mr. Trial Examiner,
15 I told Mr. Tinkham not once, but more than once that all these
16 cards would be offered in evidence. I know I've told him that at least
17 twice and perhaps more times than that. I've told him that
18 repeatedly. And I don't know how I can make it any clearer to him.

19 MR. RUTHERFORD: Mr. Hearing Examiner --

20 TRIAL EXAMINER: The clearest way would be to give
21 them to him.

22 Mr. Rutherford, let me ask you a question: Do you have
23 in your possession minutes of all your organizational meetings, which
24 include the names and addresses of those who attended?

25 MR. RUTHERFORD: No, sir. I have the name, address

1 and telephone number by their own signature of all those who attended
2 and voluntarily signed the list.

3 TRIAL EXAMINER: Now, does that indicate the date of
4 the meeting that they attended?

5 MR. RUTHERFORD: Yes, sir; the date is indicated at
6 the top of the page.

7 TRIAL EXAMINER: That is separate and apart from the
8 minutes -

9 MR. RUTHERFORD: On one or two occasions one of the
10 girls would take notes on her own; in most instances I don't even have
11 the notes. We do not keep minutes for our organizational meetings for
12 many purposes.

13 And actually not wanting to clutter up the record any more
14 than I have to; I have here what I have unprofessionally referred to
15 as an amendment to my own petition to revoke, which points out of
16 course that we can't divulge our organizational methods for obvious
17 reasons. We would do it the same way the next time. And if counsel
18 for a company discovers now how we did it last time, he'd know what
19 to expect out of us the next time. And there probably will be an
20 election.

21 (Document handed to Counsel for all parties and Trial
22 Examiner.)

23 TRIAL EXAMINER: I'm afraid I can't permit that to
24 influence my decision, Mr. Rutherford.

25 As to Paragraph C of the subpoena duces tecum B-54357

1 I will grant enforcement of the subpoena to the extent that it requires
2 the Union to turn over to the Respondent the lists of those who
3 attended the meetings and the dates.

4 As to paragraph G - In view of General Counsel's position,
5 and not raising the protection of Section 102.118 of the Board's Rules
6 and Regulations, I will direct the Charging Party to produce the
7 documents in question.

8 As to paragraph H, I will direct the production of that.

9 MR. TINKHAM: I didn't get the ruling on H.

10 TRIAL EXAMINER: Production required.

11 MR. RUTHERFORD: There's no --

12 TRIAL EXAMINER: Mr. Reporter, mark these documents
13 as Charging Party's 1-A, -B, and -C.

14 (Whereupon, the documents, above
15 referred to, were marked Charging
16 Party's Exhibit Nos. 1-A, -B, and
-C for identification, and were
received in evidence.)

17 MR. RUTHERFORD: Mr. Hearing Examiner, this might
18 require a little time. Will I have some time on this?

19 TRIAL EXAMINER: You work that out with Mr.
20 Tinkham.

21 Off the record.

22 (Discussion off the record.)

23 TRIAL EXAMINER: On the record.

24 - - -

25 Whereupon,

JUANITA McGRAW

resumed the stand, and further testified as follows:

TRIAL EXAMINER: Mr. Lanker.

MR. LANKER: Thank you.

DIRECT EXAMINATION (Resumed)

BY MR. LANKER:

Q Mrs. McGraw, in naming the group leaders yesterday did you inadvertently forget to list Elisabeth Riddle?

A I probably did, in that she was transferred to Metrotek in November.

Q 1965?

A 1965, yes.

TRIAL EXAMINER: Excuse me just a minute. What is Metrotek? I don't have a score card. I can't keep up.

THE WITNESS: Metrotek is a wholly owned subsidiary of Regency.

TRIAL EXAMINER: Okay.

THE WITNESS: In Raleigh, North Carolina.

TRIAL EXAMINER: Would you refer to it as Raleigh, because that's the way it's been referred to.

THE WITNESS: Yes.

TRIAL EXAMINER: Thank you.

BY MR. LANKER:

Q So that before November -- before Riddle was transferred in November of 1965 to Raleigh, North Carolina, she was a group leader

1 then in the assembly section.

2 A She was group leader over inspection.

3 Q And how many were in that group?

4 A I would say offhand about six.

5 Q And were her duties equivalent to the other group
6 leaders who you told us about yesterday?

7 A All group leaders are exactly the same; there's no
8 deviations.

9 Q Now, Mr. Montague, does he have an office down in the
10 plant?

11 A He had an office in the plant, yes.

12 Q When he was a foreman?

13 A Yes.

14 Q And, Mr. Bright, did he have an office in the same
15 location, or a separate office?

16 A They shared the same office.

17 Q And Mr. Montague spent a considerable amount of time
18 in that office, did he not --

19 A Yes.

20 Q -- throughout the day?

21 A Yes.

22 Q And Mr. Bright spent a considerable amount of the day in
23 his office?

24 A Well, when you say in the office - foremen are mostly out
25 of their office rather than in their office.

1 Q Well, now, you testified, I believe, just a moment ago
2 that Mr. Montague did spend a considerable amount of time in this
3 office. Are you changing that testimony?

4 MR. TINKHAM: I would object to that as somewhat
5 argumentative, and I might suggest that the witness be entitled to
6 explain her answer.

7 TRIAL EXAMINER: I sustain the objection.

8 BY MR. LANKER:

9 Q Bright spent a lot of time in this office that he shared with
10 Montague, did he not?

11 A Well, frankly, I don't think - I don't appreciate the way
12 you're putting it. I have no way of knowing whether they spent time
13 in their office or out on the floor. I had a job of my own to do.

14 Q Well, now, you testified yesterday concerning the fact
15 that Larry Bright was in training.

16 Did I get your testimony correct?

17 A He was in training as such. He was an experienced
18 production foreman.

19 Q Well, let's take --

20 You testified that he became an assistant foreman and
21 commenced to be in training along in August of 1965.

22 A Whenever he was hired. Because we knew Mr. Montague
23 would be transferring to Raleigh.

24 Q So he, Mr. Bright, was being groomed to take Mr.
25 Montague's place.

1 A That's right.

2 Q So that Mr. Bright in effect was sharing some of
3 Montague's authority after the hire of Bright.

4 A Oh, yes. There was a definite, let's say line of
5 authority established there to where they were responsible for certain
6 things.

7 Q And Mr. Montague was showing Mr. Bright the ropes more
8 or less, was he not, after the hire of Bright?

9 MR. TINKHAM: Mr. Hearing Examiner, I realize this is
10 an adverse witness, but I believe we've exhausted this subject. The
11 questions are repetitive.

12 For that reason, I object.

13 TRIAL EXAMINER: What is the relevancy of all this,
14 Mr. Lanker?

15 MR. LANKER: We're attempting to show to the Trial
16 Examiner that in effect there was in August and through November,
17 until this transfer of Montague, there was in effect one foreman, and
18 we're trying to show the Trial Examiner this by eliciting from this
19 witness that Montague was breaking in Larry Bright. Therefore
20 that there was but one supervisor in effect.

21 MR. TINKHAM: Mr. Hearing Officer, I objected before
22 on competency of this witness to testify about this breakdown. I don't
23 know whether Mr. Montague or Mr. Bright may have been subpenaed
24 by the Government. They obviously would be the most competent
25 witness to testify. I'll make a similar objection at this point.

1 Now, I understand the question. She can testify, I
2 believe, to such things as seeing them in certain areas when she was
3 there. And I believe she has testified to a vague knowledge as to the
4 line of authority. But the specific duties, I think either Mr. Montague
5 or Mr. Bright, or both, would be the competent witnesses.

6 TRIAL EXAMINER: I think we have enough testimony to
7 establish that they were both there, but that it was a temporary
8 situation and a training situation.

9 Let's go on to the next point.

10 MR. LANKER: All right, sir.

11 BY MR. LANKER:

12 Q Now, can you tell us approximately how many square
13 feet the production area encompassed at Regency's plant at 7900
14 Pendleton Pike?

15 A No, I can't; I'm no engineer. I couldn't begin to tell
16 you. I couldn't.

17 TRIAL EXAMINER: On my own motion I will strike
18 everything after, "No, I can't".

19 Please confine your answers to the questions.

20 BY MR. LANKER:

21 Q Do you know the dimensions of that production area?

22 A No, I don't.

23 Q You've been out there, have you not?

24 A Yes.

25 Q It's a large production area, is it not?

1 A Fairly large.

2 Q And your work groups are scattered throughout --

3 A Yes.

4 Q -- the area?

5 A Yes.

6 Q Now, you testified yesterday, I believe, concerning the
7 training that a group leader does when they have a new operation for
8 one of the employees in the group.

9 A Yes.

10 Q Now, you testified, I believe, that the group leader
11 trains this employee until the employee has reached the proper stage
12 of development.

13 Was that in substance your testimony?

14 A Until she feels that she knows the position well enough
15 to --

16 Q Until the group leader feels that the employees --

17 A Yes.

18 Q -- knows that position well enough?

19 A Right.

20 Q Now, the records that you testified the group leaders
21 keep of time - the time sheets, I believe you called them.

22 A Uh huh.

23 Q The employees are paid, and were paid in 1965, based
24 upon these records kept by the group leaders. Is that a fact?

25 A Yes.

1 Q And the group leaders would write down on the time
2 sheets the amount of hours that the employee was late. Is that
3 correct?

4 A They would record the amount of time they were late,
5 yes.

6 Q And they would write down on these time sheets any
7 overtime performed by the employee?

8 A Yes.

9 Q And any questions that the employces had concerning
10 whether or not that time was proper, they would take that up with the
11 group leaders. Isn't this correct?

12 A No. If there were any complaints as to time, this was -
13 as a rule they either complained to the Payroll Department or to the
14 Personnel Department.

15 Q And the Payroll Department or the Personnel
16 Department would then go to the group leader, and the group leader
17 would determine finally --

18 A The Payroll Department never checked with the group
19 leader; they checked with the foreman. The foreman has to approve
20 these time sheets after the group leader fills them out.

21 Q But the foreman merely initials them, does he not?

22 A Initial is approval.

23 Q Now, concerning the other plant in Indianapolis, the one
24 I believe you testified was on Franklin Road, and has been referred
25 to here previously as the avionics plant. I'd like to ask a few questions

1 about that.

2 This plant, is it not, fairly close, physically speaking,
3 to the one at 7900 Pendleton Pike?

4 A Yes.

5 Q And can you tell us about the distance between the two
6 plants?

7 A I can't tell you the distance, no, other than it takes about
8 three minutes to get there by car.

9 Q Thank you.

10 And who was the top supervisor at the plant on Franklin
11 Road in 1965?

12 A The top supervisor - You want this from the top
13 management on down?

14 Q Well, I assume you had some production employees
15 there. Correct?

16 A Yes.

17 Q And did you have any person in charge, in overall charge
18 of the production employees?

19 A Mr. Gunselman headed up production for both buildings.

20 Q All right. And underneath Mr. Gunselman was there
21 any person at the Franklin Road plant who was in overall charge of
22 the production employees at Franklin Road?

23 A No; this was divided into two areas.

24 Q All right. And what were these two areas?

25 A The machine shop and the Plating Department - or I should

1 say the Machine Shop and Finishing was headed by Leo Van Zell; and
2 the avionics department was headed by Harry Pate.

3 TRIAL EXAMINER: Pate?

4 THE WITNESS: Pate; P-a-t-e.

5 MR. LANKER:

6 Q And to whom did Van Zell report?

7 A To Mr. Gunselman.

8 Q To whom did Harry Pate report?

9 A Mr. Gunselman.

10 Q And how many employees on the average did you have in
11 the Machine Shop during 1965, up until November the 11th of that year?

12 A I would say it averaged around 25 or 26.

13 Q And during this same period of time, how many did you
14 have on the average in the avionics department?

15 A I think it was around 16, maybe 14.

16 Q And these were the only production and maintenance
17 employees employed then at the Franklin Road. Did you have any
18 other production and maintenance groups at Franklin Road?

19 A Well, there was a maintenance group that of course
20 traveled back and forth between the two -- both buildings, and this
21 was under the supervision of Mr. Van Zell.

22 Q And about how many were in that maintenance group?

23 A Three or four.

24 Q Now, the Machine Shop; can you describe to us briefly
25 what work was done, was performed there?

1 A No.

2 Q Can you tell us briefly what work was done in the
3 avionics department?

4 A Very briefly. The only thing I can tell you is the fact
5 the transponder, which is a type of radar tracking aircraft instrument,
6 was manufactured in the avionics department.

7 Q And how long was that product manufactured?

8 A I don't know.

9 Q Now, did you have any person in the Machine Shop who
10 reported to Van Zell, reported directly to Van Zell?

11 A In the Machine Shop. He had the department divided into
12 three sections --

13 I'm not sure on this. I don't think I had better answer
14 this question. I think Mr. Gunselman should.

15 Q Well, let me ask you this: There were group leaders,
16 were there not, at the Franklin Road plant?

17 A Yes.

18 Q And who were they?

19 A I don't know if I can remember these too well. Milton
20 Sloan --

21 Q Do you recognize the name of Irene Hemingway?

22 A She was not working in the Machine Shop. They're all
23 men in the Machine Shop.

24 Q I see. Go ahead.

25 A I can't recall the name, but there was one man that had

1 charge of building fixtures, and also headed up the training of the
2 apprenticeship program that they had certified with the Department
3 of Labor.

4 Q All right. Irrespective of whether it was the Machine
5 Shop or the avionics department, did you have a group leader in 1965
6 in the avionics or Franklin Road plant by the name of Irene Hemingway?

7 A Yes.

8 Q And was she a group leader at all times at that plant in
9 1965?

10 A To my knowledge.

5316 11 MR. TINKHAM: Just --

12 BY MR. LANKER:

13 Q And how many --

14 TRIAL EXAMINER: Mr. Tinkham?

15 MR. TINKHAM: Just a point of clarification. I think
16 Counsel understands that this witness was only there from May of
17 1965.

18 MR. LANKER: I will --

19 MR. TINKHMA: So she can't say all of 1965.

20 MR. LANKER: I'll let her limit her testimony to the
21 period commencing May, 1965.

22 TRIAL EXAMINER: Thank you.

23 MR. LANKER: I'm all heart.

24 TRIAL EXAMINER: Go on.

25 BY MR. LANKER:

1 Q And how many people on the average were in this group
2 with Irene Hemingway in 1965 during the period that you were there,
3 from May, 1965 through the end of 1965?

4 A I think I've already answered that.

5 TRIAL EXAMINER: Answer it again.

6 A (Continued) 14 or 16.

7 BY MR. LANKER:

8 Q 14 to 16?

9 A Yes.

10 Q And to whom, if anyone, did Irene Hemingway report?

11 A Mr. Harry Pate.

12 Q And your statement earlier that all group leaders had
13 the same duties, this would relate equally to Irene Hemingway?

14 A Yes.

15 Q Now --

16 MR. LANKER: Do you have the September 3rd letter?

17 MR. TINKHAM: September 3rd?

18 MR. LANKER: Yes. To Dwayne Berner.

19 MR. TINKHAM: The September 3rd letter.

20 (Document handed to Counsel for General Counsel.)

21 TRIAL EXAMINER: Mr. Lanker.

22 MR. LANKER: Would you mark this as General

23 Counsel's 15.

24 (Whereupon, the document, above
25 referred to, was marked General
Counsel's Exhibit No. 15 for
identification.)

1 .which you received General Counsel's 15 for identification?

2 A I don't understand your question.

3 Q In the normal course of business, is mail that is received
4 there at the plant directed to you at some point?

5 A No.

6 Q Mr. Berner saw this letter, did he not?

7 MR. TINKHAM: I'll object to that, whether or not
8 Mr. Berner saw this letter.

9 TRIAL EXAMINER: Answer the question if you know of
10 your own personal knowledge.

11 A Mr. Berner was not in town that day.

12 BY MR. LANKER:

13 Q Did you have a discussion with him with reference to
14 what has been marked for identification as General Counsel's Exhibit
15 15?

16 A I called him and told him we had received it.

17 Q Was he out of town at that time of the call?

18 A Yes.

19 Q Registered mail arrives at a certain time, generally,
20 at your premises, does it not?

21 A I couldn't tell you; I don't know.

22 Q What did you say to Mr. Berner on this conversation with
23 him?

24 A I simply read the letter off to him.

25 Q Where was he at the time?

1 A Raleigh, North Carolina.

2 Q And you were where?

3 A At my office at 7900 Pendleton Pike.

4 Q Indianapolis, Indiana?

5 A Yes.

6 Q And what, if anything, did he say to you?

7 MR. TINKHAM: I'm going to object to conversations
8 which took place between Mrs. McGraw and Mr. Berner concerning
9 an exhibit which has never been introduced into evidence.

10 MR. LANKER: Excuse me. I'll offer General Counsel's
11 15.

12 TRIAL EXAMINER: Any objection?

13 MR. TINKHAM: Well -- It's a hearsay item, self-
14 serving, and for which improper foundation for its introduction has
15 been laid.

16 TRIAL EXAMINER: It was received by the Company, was
17 it not?

18 MR. TINKHAM: I would assume -- I'm not the Company;
19 I'm merely their representative.

20 TRIAL EXAMINER: The document is received.

21 (Whereupon, the document, heretofore
22 marked General Counsel's Exhibit No.
23 15 for identification, was received in
evidence.)

24 BY MR. LANKER:

25 Q Mrs. McGraw, what, if anything, did Mr. Berner say to

1 you after you had read him what was written on General Counsel's
2 Exhibit 15?

3 MR. TINKHAM: I'll object on the basis of hearsay with
4 respect to conversation had by Mrs. McGraw and Mr. Berner as to
5 Mr. Berner's conversation, what he said.

6 TRIAL EXAMINER: Overruled.

7 Answer the question.

8 A He asked me to get in touch with our legal counsel, turn
9 the letter over to him, and that he would be in touch with the legal
10 counsel-to advise them that he would be in touch with them as soon as
11 he arrived back in town.

12 BY MR. LANKER:

13 Q Is that all you remember now, or is that all that was
14 said?

15 A That was all that was said. Really, it surprised him so
16 that for once this man was at a loss for words.

17 Q Did you thereafter have any further conversations with
18 Mr. Berner concerning General Counsel's 15?

19 A Well, there were numerous conversations in day-to-day
20 work regarding it, yes.

21 Q Did you notify the group leaders of the receipt of this
22 letter?

23 A Absolutely not.

24 Q Did you ever discuss with the group leaders in any of
25 these meetings which you had with them anything concerning the

1 union?

2 A No.

3 Q Was General Counsel's 15 --

4 MR. LANKER: Strike the question.

5 BY MR. LANKER:

6 Q How many conversations did you have with Mr. Berner
7 in all with respect to General Counsel's 15?

8 A Well, with this particular letter, I doubt that there were
9 very many. I mean you receive a letter, and from then on it's not the
10 letter that you speak of, but the situation, not the letter.

11 Q Well, when did you next talk to Mr. Berner about the
12 situation?

13 A The next day.

14 Q And where were you at the time, and where was he at the
15 time?

16 A At my --

17 MR. TINKHAM: I'm going to object to the question as
18 being vague in terms of the situation. I don't know if we have adduced
19 any evidence as to what is meant by the situation.

20 I'm objecting to the question because I believe in its
21 form it's irrelevant to these proceedings, and not specific.

22 TRIAL EXAMINER: Do you doubt the witness knows what
23 he's talking about?

24 MR. TINKHAM: Well, Mr. Trial Examiner, I suppose
25 it depends upon -- I realize that my objection adheres somewhat

1 strictly to the Rules of Evidence, but it depends on what we're here
2 on. If we're here on just a large exploratory operation, if we're
3 going to talk about everything anybody ever said, that's one thing,
4 and that appears to be the way Counsel is going. But --

5 TRIAL EXAMINER: Mr. Lanker.

6 MR. LANKER: May we be off the record a minute,
7 please?

8 TRIAL EXAMINER: Off the record.

9 (Discussion off the record.)

10 TRIAL EXAMINER: On the record.

11 I'll sustain the objection in part.

12 Rephrase your question to, what I believe you mean to
13 say, the subject matter raised by the union's letter.

14 MR. LANKER: Thank you.

15 MR. TINKHAM: I'll make the same objection to that
16 question. I don't believe, unless this is pure discovery, this hearing,
17 that we're here to discuss everything, every conversation that was
18 had by the Respondent's employees -- by the Respondent's
19 supervisors. I don't believe that's the purpose of the hearing.

20 The Government has the burden of moving ahead with
21 somewhat definitive evidence as opposed to calling employees of the
22 Respondent, making adverse witnesses of them, and then beginning
23 some long interrogation that by Counsel's own admission may take
24 three or four hours.

25 Well, in the course of three or four hours I can well

1 imagine that Mrs. McGraw just in and of her sitting here is going to
2 say something that is probably inconsistent with something she said
3 yesterday. Then, we're going to have -- the hearing is going to
4 evolve into a discussion as to what is meant by these differences and
5 the significance.

6 And it just occurs to me that this line of questioning now
7 that has no definite purpose except to elicit all comments made by
8 Mr. Berner to Mrs. McGraw is purposeless. The only purpose it can
9 serve is then call Mr. Berner, who is under subpoena, put him on the
10 stand, and ask him if he in fact said all these - had all these
11 conversations with Mrs. McGraw.

12 And it appears to me to be just a sort of a witch hunt.

13 TRIAL EXAMINER: Mr. Lanker, do you have anything
14 briefly to say on this subject?

15 MR. LANKER: Well, I think we're here to show the
16 depth of the animus, and by whatever label Mr. Tinkham wants to
17 brand that it still is animus, and it is still relevant.

18 TRIAL EXAMINER: Mr. Tinkham, can we get a
19 stipulation that the Respondent was opposed to the organization in the
20 plant?

21 MR. TINKHAM: Opposed to what?

22 TRIAL EXAMINER: To the I. U. E. organizing the
23 plant.

24 MR. TINKHAM: You can't get a stipulation to that effect,
25 because the Respondent took the position it was opposed to -- it washed

1 its hands totally of the entire matter; that the choice was up to the
2 employees.

3 TRIAL EXAMINER: I'll overrule your objection.

4 Go ahead, Mr. Lanker.

5 BY MR. LANKER:

6 Q When did you next talk to Mr. Berner with reference to
7 the subject matter raised by the letter which is in evidence as General
8 Counsel's Exhibit No. 15?

9 A The next day.

10 Q And were you both in Indianapolis at that time?

11 A Yes, sir.

12 Q Had Mr. Berner returned to Indianapolis to attend to the
13 matter raised by this letter?

14 A Not specifically. He was scheduled to return anyway.

15 Q What was the conversation between you and Mr. Berner
16 the next day after the letter was received? .

17 MR. TINKHAM: Could I have a continuing objection to this
18 line of questioning?

19 TRIAL EXAMINER: You may have a continuing objection.

20 A Well, as I told you once before, the whole matter was a
21 complete - well, let's say shock to him. His main questions to me
22 was if I were aware of anything like this, and I told him no. .

23 He wanted to know if I knew of any reason why the
24 employees would want a union representation. I again had to answer
25 no.

1 I just can't remember all the things that were discussed.

2 I mean it is just virtually impossible.

3 Q How long did this conversation take place -- last?

4 A Not too long. I can't remember how long, but it wasn't
5 too long.

6 Q But there were other things said besides what you've
7 told us.

8 A Oh, yes.

9 Q All right. And did you have any conversation with
10 Mr. Berner after this particular one concerning the subject matter
11 raised by the letter which is in evidence as General Counsel's Exhibit
12 15?

13 A Well, Mr. Lanker, let me put it this way - there wasn't
14 a day that went by when Mr. Berner was there that we didn't have
15 conversations. This was just a matter of day-to-day business. And
16 I certainly cannot remember every conversation.

17 Q Are there any that stand out in your mind that you can
18 tell us about?

19 A No, there isn't.

20 Q Are there any that you can relate to us besides the one
21 on the phone and the one that happened the next day; can you tell us
22 what was said in any of these other conversations that you had with
23 Mr. Berner?

24 A No.

25 MR. LANKER: Would you mark this as General Counsel's

1 16.

2 (Whereupon, the document, above
3 referred to, was marked General
4 Counsel's Exhibit No. 16 for
5 identification.)

6 BY MR. LANKER:

7 Q I am handing you what has been marked as General
8 Counsel's -- for identification as General Counsel's 16.

9 (Document handed to witness.)

10 BY MR. LANKER:

11 Q Have you ever seen that before now?

12 A Yes.

13 Q And when did you see it first?

14 A As far as I know it was the day that it came out.

15 Q And you know that was in early September, 1965?

16 A Yes.

17 Q And how did it come into your possession?

18 A Well, quite frankly there were - these girls were very
19 free in where they put these things, and many times there were some
20 of these things slid under my door, which I kept locked.

21 Q Is that true for other handbills by the I. U. E.; did they
22 also come into your possession in much the same manner as what has
23 been --

24 A Well, sometimes this didn't happen, and I went out and
25 specifically picked one up because I wanted one; I wanted to read it.

M R. LANKER: I'll offer into evidence General Counsel's

1 16.

2 (Document handed to Counsel for Respondent.)

3 MR. TINKHAM: No objection.

4 TRIAL EXAMINER: Received.

5 (Whereupon, the document, heretofore
6 marked General Counsel's Exhibit No.
7 16 for identification, was received in
8 evidence.)

9 BY MR. LANKER:

10 Q What, if anything, did you do with General Counsel's 16
11 after you had it?

12 A I put it in the file.

13 Q In your personal file?

14 A In my personal file.

15 Q Did you show it to anyone?

16 A I sent a copy of it to our legal counsel.

17 Q Did you show it to any official of Regency Electronics,
18 Incorporated?

19 A When Mr. Berner came in I always showed it to him,
20 yes, if he hadn't already received a copy, but I understand that most
21 of the time there were copies already in his office.

22 TRIAL EXAMINER: Just a minute. Let me understand
23 something.

24 You're talking about leaflets in general?

25 THE WITNESS: Yes.

TRIAL EXAMINER: Counsel's question was addressed to

1 this specific leaflet of September 4, 1965. Do you recall specifically.
2 in relation to this?

3 THE WITNESS: No.

4 BY MR. LANKER:

5 Q Do you recall any conversation with Mr. Berner with
6 respect to General Counsel's Exhibit No. 16?

7 A No, I don't.

8 MR. TINKHAM: May I intercede here, just to make a
9 suggestion?

10 TRIAL EXAMINER: I don't know how to stop you.

11 MR. TINKHAM: If the thrust of what we're getting at is
12 the fact that management knew of an organizational campaign going on,
13 sponsored by the I. U. E., AFL-CIO, beginning, whenever this
14 letter came to us, throughout the period in question, we're willing
15 to stipulate to that.

16 I think that will save ourselves about four hours.

17 MR. LANKER: Well, there is more to it than just that.
18 We want to show the entire handbilling, plus other communications,
19 to give the Trial Examiner the facts in relationship to certain events
20 which are alleged as unfair labor practices in this case.

21 So that merely to -- if we're going to stipulate, it is not
22 sufficient to give the Trial Examiner the facts which General Counsel
23 feels are necessary for his position of the case.

24 TRIAL EXAMINER: If that's what you're trying to do
25 why can't you put Mr. Rutherford on the stand and just run in a series

1 of leaflets, have him identify them, marked with the dates, and let it
2 go at that? You're going far beyond that as far as your examination
3 of Mrs. McGraw is concerned.

4 MR. LANKER: We additionally want to, as to each
5 leaflet, we want testimony from the Company as to when they
6 received these particular documents, if they did.

7 TRIAL EXAMINER: You're going at it backwards. But
8 go ahead.

9 MR. TINKHAM: We're going to object, because he is
10 going at it backwards, and particularly with our willingness to
11 stipulate that we knew there was an organizational campaign going on,
12 providing that -- no one has offered to do this with me, but providing
13 that we can see these documents and assure ourselves that they were
14 in the plant. We would probably stipulate that we saw these things,
15 too, as all part of the organizational campaign that was going on.

16 MR. LANKER: Well, as I have told the Trial Examiner,
17 there is a reason for the presentation in this manner. We feel that
18 as to each handbill it should be shown as to whether or not the Company
19 received it, and when they received it.

20 And while Counsel may be just in his criticism that I
21 don't know how to try a case, I'd like to proceed in my own poor way
22 to present the case as I think best.

23 MR. TINKHAM: Counsel would never suggest that
24 Mr. Lanker is incapable of trying a case. As a matter of fact,
25 quite the opposite is true.

1 . However, I think that our stipulation covers what he's
2 getting at with this witness, our willingness to stipulate. Therefore,
3 I will object to the continued line of questioning in this regard.

4 TRIAL EXAMINER: I overrule the objection.

5 MR. LANKER: All right.

6 TRIAL EXAMINER: Just one question. Did you tell us
7 when you received this leaflet?

8 THE WITNESS: I don't know whether I received it that
9 same day or the next day. I have no idea.

10 BY MR. LANKER:

11 Q Now, with respect to the statement in General Counsel's
12 16 that Mr. Berner, himself, said that he uses the "weeding out"
13 process to get rid of anyone he doesn't want - now, with respect to
14 that statement isn't it a fact that Mr. Berner had said before
15 September of 1965 that he used the weeding out process to get rid of
16 anyone he didn't want?

17 MR. TINKHAM: Said it to whom?

18 BY MR. LANKER:

19 Q Anyone.

20 TRIAL EXAMINER: Sustain the objection.

21 You haven't expressed your objection yet, but I'll sustain
22 it.

23 BY MR. LANKER:

24 Q Isn't it true that Mr. Berner in fact did use the weeding
25 out process to get rid of undesirable employees?

1 MR. TINKHAM: Same objection.

2 A Not while I was there.

3 TRIAL EXAMINER: Do you want to withdraw your
4 objection?

5 MR. TINKHAM: I withdraw it.

6 TRIAL EXAMINER: All right.

7 BY MRL ANKER:

8 Q Is it your testimony that he kept undesirable employees
9 while you were there?

10 MR. TINKHAM: I'll object to that line of questioning as
11 calling for speculation on the part of the witness as to what went on
12 in Mr. Berner's mind as to undesirable or desirable employees, if
13 such classification ever existed.

14 TRIAL EXAMINER: Mr. Lanker, what are you trying to
15 get at here? Are you trying to establish the company's policy on
16 layoff and --

17 MR. LANKER: I'm trying to establish, sir, that Mr.
18 Berner weeded out undesirable employees, and that that meant that
19 the employees who were laid off were desirable employees by virtue
20 of the fact that they had not beed weeded out. And everytime he
21 objects I have to reveal everything, and I suppose now there's no
22 possibility of establishing that.

23 So I withdraw that question, and will ask another one.

24 BY MR. LANKER:.

25 Q You gave employees raises while you were there, didn't

1 you, certain employees?

2 A I didn't give them raises, no.

3 Q But you know they were given raises.

4 A Through the normal channels, yes.

5 Q And you gave raises to employees because they merited
6 raises. Is that correct?

7 A There were three kinds of raises.

8 Q You had plantwide raises, didn't you?

9 A Then, as they are now.

10 Q You had plantwide raises?

11 A Not plantwide raises, no.

12 TRIAL EXAMINER: What are -- Why not let the witness
13 tell us what they were, Mr. Lanker?

14 MR. LANKER: All right.

15 BY MR. LANKER:

16 Q Will you tell us what they were?

17 A The three types of raises are automatic increases,
18 length of service increases, and merit increases.

19 TRIAL EXAMINER: Tell us a little bit about each kind.

20 THE WITNESS: All right.

21 With the automatic increases, at that particular time,
22 let's say when I went to work there, up through the time that the
23 girls were laid off, they would be hired in at a certain rate, and then
24 they would be raised to a certain rate at the end of their probationary
25 period.

1. MR. TINKHAM: Which is how long, Mrs. McGraw?

2. THE WITNESS: 60 days.

3. And then again at the end of six months -- correct me
4. if I'm wrong on this, Wayne --

5. TRIAL EXAMINER: Just answer what you know, and don't
6. ask for help from the audience.

7. THE WITNESS: Then at the end of six months this person
8. should be qualified in the first job category or job classification that
9. they were hired in, which is the subassembler.

10. TRIAL EXAMINER: Go on.

11. THE WITNESS: As they would become more experienced
12. they would be transferred into line assembly, and from line assembly
13. then as they earned it, or let's say were qualified they were given
14. their expert rating.

15. TRIAL EXAMINER: Now, did you say that they received
16. a second raise at the end of six months?

17. THE WITNESS: Yes.

18. TRIAL EXAMINER: And thereafter raises were on a
19. merit basis?

20. THE WITNESS: No. It would be on a progression
21. system from then on to where as they qualify, then they would go
22. into these various job categories.

23. TRIAL EXAMINER: Was this a specified, established
24. policy of the company?

25. THE WITNESS: Yes.

1 TRIAL EXAMINER: Was it on paper?

2 THE WITNESS: Yes. There is a piece of paper somewhere
3 over in there.

4 TRIAL EXAMINER: Would you be prepared to put that in,
5 Mr. Tinkham?

6 MR. TINKHAM: Could I have the witness for just a
7 minute?

8 MR. LANKER: Sure.

9 MR. TINKHAM: Mrs. McGraw, is this the wage rate
10 schedule to which you just referred?

11 (Document handed to witness.)

12 THE WITNESS: That's right.

13 MR. TINKHAM: If Counsel has no objection I would like
14 at this same time to introduce the only other wage rate schedule that
15 we have that was put in effect 2/7/66.

16 MR. LANKER: I'd like to see both of them before I --

17 MR. TINKHAM: All right.

18 (Documents handed to Counsel for General Counsel.)

19 TRIAL EXAMINER: Has the -- What has the 2/7/66 wage
20 rate schedule got to do with this case?

21 MR. TINKHAM: Well, rather than answer that now I'll
22 wait.

23 TRIAL EXAMINER: All right.

24 MR. LANKER: I have no objection to it except as to its
25 legibility. I think perhaps they have a better copy. That will take care

1 of it. Some of these things I can't quite read, or maybe it's my eyes.

2 MR. TINKHAM: Is this 16 or 17?

3 TRIAL EXAMINER: Why don't you make it your own
4 exhibit?

5 MR. TINKHAM: All right.

6 Respondent's 2.

7 (Whereupon, the document, above
8 referred to, was marked Respondent's
9 Exhibit No. 2 for identification, and
10 was received in evidence.)

11 MR. TINKHAM: Mrs. McGraw, there's some writing
12 above each column. Can you make out what the writing above the
13 first column is?

14 (Document handed to witness.)

15 THE WITNESS: Yes. The writing above the first column
16 is HIRE-IN; the second column is SIX WEEKS; the third column is
17 TWELVE WEEKS; the fourth column is SIX MONTHS.

18 MR. TINKHAM: We offer Respondent's 2 into evidence.

19 MR. LANKER: Could I have a question on voir dire?

20 TRIAL EXAMINER: Yes.

21 MR. LANKER: What is the one group leader; is that
22 \$1.75?

23 THE WITNESS: Yes.

24 TRIAL EXAMINER: Could I --

25 MR. LANKER: And the Inspector is \$1.60?

THE WITNESS: Right.

1 MR. LANKER: Inspector and Repair.

2 THE WITNESS: Right.

3 (Document handed to Trial Examiner.)

4 MR. LANKER: I have no objection, Mr. Trial Examiner.

5 TRIAL EXAMINER: This would indicate, then, Mrs.

6 McGraw, there's a raise after six weeks rather than sixty days. Is
7 that right?

8 THE WITNESS: Yes. I was wrong on that, because I
9 was going by our new schedule as of February the 7th.

10 TRIAL EXAMINER: Well, at that time was the
11 probationary period six weeks?

12 THE WITNESS: The probationary period was still sixty
13 days.

14 TRIAL EXAMINER: All right.

15 Do you have more copies of this, Mr. Tinkham?

16 MR. LANKER: We can make copies of it.

17 TRIAL EXAMINER: Not from this you can't.

18 MR. TINKHAM: We have sufficient copies.

19 TRIAL EXAMINER: I have to ask just a few more
20 questions.

21 What is the difference between a line assembler and an
22 expert line assembler? You did prepare these classifications, I
23 understand.

24 THE WITNESS: I only prepared them by asking the
25 foreman. I can't give you the definition between the two.

1 TRIAL EXAMINER: Well, when you asked the foreman,
2 what answer did you get?

3 THE WITNESS: He would either tell me they were
4 expert or line.

5 TRIAL EXAMINER: And you didn't ask him what the
6 difference was?

7 THE WITNESS: No, I didn't.

8 TRIAL EXAMINER: All right.

9 BY MR. LANKER:

10 Q Was there also another job or classification called an
11 expert subassembler?

12 A Yes. I think it's on there.

13 Q And where did this fit in in the skill factor; did this come
14 in --

15 As I understand your testimony the least skilled was the
16 subassembler. Do I understand correctly?

17 A That's correct.

18 Q As far as skill is concerned, when an employee is
19 qualified he is then next put on the job of expert subassembler? Is
20 that true?

21 A No. They could either be put in on the subassembly,
22 directly into the line assembly, or the expert subassembly.

23 Q And in either instance it would be depending on the
24 requisite skill to go either to the expert line assembler classification
25 or, on the other hand, to the line assembler. Is that correct?

1 A As far as I know.

2 Q And have you told us about, explained to us briefly about
3 the various types of raises? I know you explained to us about the
4 automatic. Have you explained to us about merit, and I think you said
5 longevity?

6 A No, I haven't. I didn't get to that yet.

7 Longevity, or length of service increases, there was a
8 policy of the company that for the employee's first ten years continuous,
9 ten years length of service, that each year they would receive five
10 cents per hour on the first pay day following the anniversary date in
11 which the month fell.

12 Q And how much was that? Did you have --

13 A Five cents per hour.

14 Q And --

15 A This would go up to a period of no longer than ten years,
16 which in effect would let them earn fifty cents per hour more for length
17 of service, if they had been with the company ten years.

18 Q And I assume your merit increases are pretty
19 self-explanatory; they're given for merit above and beyond usual
20 merit in the plant.

21 A Well, merit increases are -- Yes; this is a pretty
22 standard thing, where you take into consideration a person's record,
23 absenteeism record, their attitude, their job performance, such as
24 quality, quantity, this type of thing.

25 Q Would it be true then generally that your policy on merit

1 increases was to give them to the outstanding employees?

2 A Yes. Because you find outstanding employees usually
3 stick out like a sore thumb. I mean these days you don't - there's
4 not that many good outstanding employees walking in the door.

5 Q It's hard to get employees nowadays, isn't it?

6 A Yes, it is.

7 Q And that's been true in 1965 and in 1966. Right?

8 A It wasn't so bad last year.

9 Q But it was bad in 1966?

10 A It has become increasingly bad to get good employees
11 since the first of the year.

12 Q Hasn't it been true it's been hard to hire employees with
13 any experience in electronics since January 1st, 1966?

14 MR. TINKHAM: Well, now, I assume you're referring
15 to Regency Electronics, the policy.

16 MR. LANKER: Yes; certainly.

17 MR. TINKHAM: January 1, 1966?

18 MR. LANKER: Yes.

19 A I would say it's no more difficult than normal. Let's
20 put it that way.

21 BY MR. LANKER:

22 Q Well, in Indianapolis there are considerable number of
23 competitive industries, that is by competitive I mean they're competitive
24 for the same type of employee that Regency uses. Is this true?

25 A Well --

1 MR. TINKHAM: Just a minute.

2 To what period of time is he referring, because we have
3 two different types of employees. We had one kind before 1966 and one
4 kind after. Now, is he referring from the beginning of January, 1966
5 or before that time?

6 MR. LANKER: I'll rephrase the question.

7 BY MR. LANKER:

8 Q Since you have been in the position of Personnel
9 Director as opposed to the consultant position, during that period of
10 time is it not true that in Indianapolis there's a shortage of employees
11 available for hire who have experience in the type of work which
12 Regency Electronics has available for employees?

13 A This would be true. This has always been true.
14 Indianapolis has for years been rated as the - let's say one of the
15 trouble spots in the nation. We've always had a labor shortage here
16 in Indianapolis.

17 Q And --

18 A Because of the number of industries that Indianapolis has.
19 The fact that a person has had experience in electronics doesn't mean
20 a thing, quite frankly. The foreman would rather take a raw recruit
21 and train them the way they want them, because of the bad habits
22 they sometimes pick up from other electronics manufacturers.

23 Q And your comments with reference to the number of
24 industries in Indianapolis with respect to availability of employees
25 isn't it particularly critical and hasn't it been particularly critical in

1 1965 and 1966 in the electronics industry especially?

2 MR. TINKHAM: If you know.

3 A I wouldn't say this would be any more true of the
4 electronics industry than any other industry.

5 TRIAL EXAMINER: Is the electronics industry one
6 in which the employers require skilled employees?

7 THE WITNESS: Skilled in your technical areas, yes.
8 This would be very important. But not in your production employees.
9 Now, I'm speaking of new hires.

10 TRIAL EXAMINER: You're saying, then, that a
11 production employee in the electronics industry would not be classified
12 as a skilled worker?

13 THE WITNESS: Not until after such time as they have
14 been trained by we as the employer.

15 TRIAL EXAMINER: How long is the training period?

16 THE WITNESS: It depends on the girl. Normally I
17 would say anywhere between six months and a year.

18 TRIAL EXAMINER: Does an employee generally make a
19 normal progress through the learning procedure?

20 THE WITNESS: Yes; normally they do. You have some
21 girls that just immediately catch on, so to speak; others, it takes a
22 little while longer.

23 TRIAL EXAMINER: Does an employee plateau -- do the
24 employees plateau out at --

25 THE WITNESS: Normally at six months.

1 TRIAL EXAMINER: And then they go on from there.

2 THE WITNESS: Uh huh.

3 TRIAL EXAMINER: And when do they achieve skilled
4 status, would you say?

5 THE WITNESS: They should achieve skilled status at the
6 end of one year.

7 TRIAL EXAMINER: Are there any other electronics
8 employers in this area?

9 THE WITNESS: Right.

10 TRIAL EXAMINER: And do you hire from the other
11 employers?

12 THE WITNESS: We would prefer not.

13 TRIAL EXAMINER: Prefer not?

14 THE WITNESS: Yes.

5315 15 TRIAL EXAMINER: Off the record.

16 (Discussion off the record.)

17 TRIAL EXAMINER: On the record.

18 While off the record, Mrs. McGraw examine documents
19 marked for identification General Counsel's Exhibits 17 through 24.

20 (Whereupon, the documents, above
21 referred to, were marked General
22 Counsel's Exhibits Nos. 17 through
23 24, inclusive, for identification.)

24 TRIAL EXAMINER: Each of these documents bear
25 handwritten dates which were not on the documents at the time they
were distributed.

1 The parties stipulate that these documents were received
2 and examined by Mrs. McGraw while she was employed by Respondent,
3 and that they may be received into evidence.

4 They are:

5 General Counsel's 17, a Charging Party leaflet;

6 General Counsel's 18, an I. U. E. Charging Party
7 leaflet;

8 General Counsel's 19, a Charging Party leaflet;

9 General Counsel's 20, a Charging Party leaflet;

10 General Counsel's 21, a Charging Party leaflet;

11 General Counsel's 22, a Charging Party leaflet;

12 General Counsel's 23, a Charging Party leaflet;

13 General Counsel's 24, a Charging Party leaflet.

14 Mr. Tinkham, did you have something to add?

15 MR. TINKHAM: We enter into that stipulation, except
16 that we do not agree that they can be received into evidence. We
17 object on the grounds of relevancy. Otherwise we'll --

18 TRIAL EXAMINER: Overruled.

19 (Whereupon, the documents, heretofore
20 marked General Counsel's Exhibits Nos.
21 17 through 24, inclusive, for
identification, were received in
evidence.)

22 TRIAL EXAMINER: Continue, Mr. Lanker.

23 MR. LANKER: Thank you.

24 BY MR. LANKER:

25 Q Were you present when Mr. Berner made a speech to the

1 employees of Regency Electronics, Incorporated on September 7th,
2 1965?

3 MR. TINKHAM: Off the record.

4 TRIAL EXAMINER: Off the record.

5 (Discussion off the record.)

6 TRIAL EXAMINER: On the record.

7 BY MR. LANKER:

8 Q Were you present when Mr. Berner made his speech to
9 the employees of Regency Electronics, Incorporated on September 7th,
10 1965?

11 A Yes.

12 Q And is it true that employees from both 7900 Pendleton
13 Pike plant and the Franklin Road plant were present?

14 A Yes, sir.

15 Q And were you present when Mr. Berner made a speech to
16 the employees of Regency Electronics, Incorporated on September 10th,
17 1965?

18 A I'm not sure of the date.

19 Q Do you know there was a second speech?

20 A I will stipulate that any speeches he made I was present
21 at all times.

22 Q Well, you know that he made two speeches to the
23 employees in early September, 1965?

24 A Yes. .

25 Q And in both instances his speeches were given to employees

1 of both plants in Indianapolis.

2 A Yes.

3 Q And you know that he gave no other speeches after those
4 two concerning the union to the employees there at Regency Electronics,
5 Incorporated.

6 A He did make one speech after that, only concerning the
7 concern of layoff and this type of thing.

8 Q And when was that?

9 A Sometime in October, but I couldn't tell you when.

10 Q Was any transcript made of that third speech?

11 A No.

12 Q Was the only transcript --

13 MR. LANKER: Strike the question.

14 BY MR. LANKER:

15 Q Was there any transcript made of the second speech that
16 Mr. Berner gave?

17 A No.

18 Q Do you recall what Mr. Berner said at the second
19 speech?

20 A Not verbatim, no. Mr. Berner was quite angry at that
21 second speech. I do not remember the points involved that he was
22 angry on, other than he was so angry he was shaking. I remember
23 that. And he did tell the people that he was washing his hands of the
24 whole thing, and from then on would not talk to anyone because he had
25 been misquoted, and there were deliberate lies and smears, and he did

1 not -- using the words that he used, he didn't want to get down in the
2 dirt and wallow with them.

3 Q Well, didn't he say at that time that these deliberate
4 lies and smears had been made at union meetings of the I. U. E.?

5 A I do not know.

6 Q You know the I. U. E. was mentioned, don't you?

7 A Oh, yes.

8 Q And that there was discussion by Mr. Berner about things
9 that were said at the I. U. E. meetings. You know that, don't you?

10 A State that again.

11 Q You know at the second speech Mr. Berner made
12 reference to what had been said or done at I. U. E. meetings.

13 A As far as I can recall, yes.

14 Q And you recall Irene Lawrence holding her hand up and
15 saying that she had not made a certain speech, statement at the
16 I. U. E. meeting. You remember that in the second speech, don't you?

17 A I do not remember what she said, no. I remember that
18 she interrupted Mr. Berner and he said, "I'm the one that's doing the
19 talking".

20 Q And he told her to shut up, didn't he?

21 A He didn't tell her to shut up, no.

22 Q Have you told us everything that you now recall of the
23 second speech made by Mr. Berner?

24 A Yes.

25 Q Now, the third meeting, do you recall what Mr. Berner

1 said at the third meeting, or at the third speech that he made?

2 A The only thing is that there were so many questions
3 regarding the layoff, and there were so many rumors going around
4 that the plant was going to be shut down, and that we were going to
5 lay off a hundred people, and so forth and so on, that Mr. Berner
6 felt it best to hold the meeting and clarify the situation for everyone.
7 It was strictly an informative meeting, very short.

8 Well, he told approximately -- well, he did tell the
9 date that people would be laid off.

10 Q What was that date?

11 A November 12 -- What date, now, are you referring to?

12 Q The date of the third speech when he did say the people
13 would be laid off.

14 A On Friday, November 12th.

15 He also stated that - he offered to transfer people to
16 Raleigh, that his offer to transfer them was meant in all sincerity,
17 and that was still open to people.

18 And I think at that time he gave an approximate number
19 of how many would be laid off.

20 Q And what was that number?

21 A I think he said between 40 and 45.

22 Q Have you told us now everything that you recall?

23 A Basically, yes.

24 Q Well, take your time. If you recall any --

25 A I don't recall all, no. I mean it was just a very short

1 speech.

2 Q So far as you --

3 A Very short.

4 Q -- know, this was all that he said?

5 A Yes.

6 Q It's all that you recall anyway.

7 A Yes, sir.

8 Q I am handing you what has been received in evidence as
9 General Counsel's 17.

10 (Document handed to witness.)

11 BY MR. LANKER:

12 Q Will you tell us when you saw that first?

13 A I can only say that I don't know whether it was the day it
14 was handed out or the next day.

15 Q And how did it come into your possession?

16 MR. LANKER: Strike the question.

17 BY MR. LANKER:

18 Q Did it come into your possession in the manner which you
19 testified --

20 TRIAL EXAMINER: Mr. Lanker, the witness testified
21 all the leaflets came into her possession in the manner which she
22 testified.

23 MR. LANKER: All right.

24 BY MR. LANKER:

25 Q What, if anything, did you do with General Counsel's 17

1 after you received it?

2 A I kept a copy for my file, and made a copy for the legal
3 counsel of the company.

4 TRIAL EXAMINER: Did you do that with all of the leaflets
5 you received?

6 THE WITNESS: All of the leaflets, yes.

7 TRIAL EXAMINER: That would apply to all of them.

8 MR. LANKER: All right.

9 BY MR. LANKER:

10 Q Did you have any conversation with any company official
11 with respect to General Counsel's 17?

12 A No.

13 Q Did you show it to any official of Regency Electronics,
14 Incorporated?

15 A Well, I don't know whether it was this specific one or not,
16 but there were a couple times when Mr. Berner did not receive copies
17 or they were not put on his desk, and I would always have them on my
18 desk if he came in, "What's new today?" or something like this, then
19 he would look at it. I didn't specifically point them out to him, no.

20 Q Do you recall any conversation specifically with
21 Mr. Berner, or any other official, with reference to that particular
22 handbill?

23 A No.

24 MR. TINKHAM: Mr. Hearing Examiner -

25 TRIAL EXAMINER: Sir?

1 MR. TINKHAM: Are we going to -- we've more or less
2 established a starting and quitting time; it will be 9:30 and roughly
3 6:00 o'clock.

4 TRIAL EXAMINER: Yes, sir.

5 MR. TINKHAM: Are we going to have a set time for the
6 noon hour? It would greatly assist me in an effort to schedule some
7 appointments. If it's impossible from your standpoint, I can
8 certainly understand it.

9 TRIAL EXAMINER: I'm amenable to any suggestion.

10 MR. TINKHAM: 12:00 o'clock?

11 MR. LANKER: Okay.

12 TRIAL EXAMINER: Until 1:00?

13 MR. TINKHAM: Yes.

14 TRIAL EXAMINER: All right. We will try to break as
15 close to 12:00 as possible, depending on the state of the examination
16 of the witness.

17 MR. TINKHAM: Thank you.

18 BY MR. LANKER:

19 Q I am now handing you what has been received as General
20 Counsel's 8-A.

21 (Document handed to witness.)

22 BY MR. LANKER:

23 Q Did you ever see this before now?

24 Just this first piece of paper. You see, it's marked as
25 8-A?

1 A Yes.

2 Q And when did you see that?

3 A I'm assuming again it's the same day that it was put out.

4 Q And how did this come into your possession?

5 A Well --

6 TRIAL EXAMINER: Mr. Lanker, let's not go through
7 this again.

8 MR. LANKER: This is different. This is not the
9 I. U. E. leaflet; this is the R. E. I. U. leaflet.

10 TRIAL EXAMINER: Oh. I'm sorry.

11 A (Continued) Well, again, they all appeared in the same
12 manner. There were a number of things slipped under my door. I'm
13 sure the foreman gave me one. There was a time I know I went out and
14 picked one off the table.

15 BY MR. LANKER:

16 Q Well, with respect to General Counsel's 8-B, and
17 General Counsel's 8-C, and General Counsel's 8-D, did you receive
18 these other three R. E. I. U. handbills?

19 A I received copies of everything.

20 Q All right. And you read each one of them, did you?

21 A Yes.

22 Q And you received them either the same day they were
23 distributed, or shortly after that.

24 A Right.

25 Q And as to General Counsel's 8-A, what, if anything, did

1 you do with it after you had received it?

2 A The same thing I did with the others.

3 Q Filed them, and sent a copy to your legal counsel?

4 A Yes.

5 Q And did you have any conversation --

6 Would that be true, also, of the other R. E. I. U.

7 handbills that you - after receiving them you --

8 A I handled all leaflets in the same manner.

9 Q Thank you.

10 And did you have any conversation with any company
11 official with regard to what has been introduced as General Counsel's
12 8-A?

13 A No more so than the others, no.

14 Q But could you explain that? You mean you may have handed
15 one to Mr. Berner if he didn't have it?

16 A Yes. I said no more so than the others.

17 Q And you recall no specific conversation, then, with
18 respect to any of these four R. E. I. U. leaflets, 8-A through and
19 including 8-D?

20 A No; not a specific conversation.

21 Q Now, with respect to the statement in General Counsel's
22 8-A in the fifth paragraph, you see the reference there to plastic
23 rain hats, sewing kits, pencils, badges.

24 You had seen the I. U.E. adherents there in the plant
25 have such items, had you not?

1 (Document handed to witness.)

2 MR. TINKHAM: It hasn't been established that she saw
3 any I. U. E. adherents in the plant. I'll object. No foundation.
4 Irrelevant.

5 MR. LANKER: I withdraw the question.

6 BY MR. LANKER:

7 Q Did you see employees in the plant with plastic rain hats,
8 sewing kits, pencils, badges?

9 A The only thing I saw was badges.

10 Q And they said I. U. E. on them?

11 A I take that back. There was one time when the foreman
12 showed me a pencil that one of the girls had put on his desk that had
13 I. U. E., and was kidding him about using it. That's all.

14 Q And these badges were I. U. E. badges?

15 A Yes.

16 Q And the pencil was I. U. E.?

17 A Yes.

18 Q Now, this statement, also in General Counsel's 8-A, in
19 the last paragraph about the Regency Electronics Union circulating
20 petitions.

21 You saw these petitions being circulated, did you not?

22 A No, I didn't.

23 Q You were not aware in any way that these petitions were
24 being circulated by the R. E. I. U.?

25 A I was aware that the petitions were being circulated, but

1 I never saw them.

2 Q The petition was never shown to you?

3 A No.

4 TRIAL EXAMINER: You never saw them being
5 circulated?

6 THE WITNESS: No.

7 TRIAL EXAMINER: Did any people who normally
8 reported to you in the course of their work assignment report that
9 petitions were being circulated?

10 THE WITNESS: I had no one that reported to me
11 directly. We knew they were being circulated; that was all. I never
12 saw them.

13 BY MR. LANKER:

14 Q And who reported this to you?

15 A No one reported it to me. I assumed they were being
16 circulated by that leaflet.

17 Q Well, earlier you testified that you knew that they were
18 being circulated. Wasn't that your testimony?

19 A Knowing and assuming is --

20 TRIAL EXAMINER: Did you have any direct knowledge
21 of their being circulated?

22 THE WITNESS: No.

23 TRIAL EXAMINER: Let's move on.

24 BY MR. LANKER: .

25 Q Now, I'm handing you what has been received as General

1 Counsel's 18.

2 (Document handed to witness.)

3 BY MR. LANKER:

4 Q Do you recall any conversation with any official of
5 Regency Electronics, Incorporated with respect to this handbill?

6 A Not that I recall now.

7 Q And I believe you testified that you received all the
8 leaflets by the I. U. E. either the day that they were distributed or
9 shortly thereafter.

10 A Right.

11 Q Do you recall --

12 TRIAL EXAMINER: Are you going to hand her each of
13 these leaflets in turn?

14 MR. LANKER: I'm going to ask a general question.

15 BY MR. LANKER:

16 Q Do you recall any conversation with any official of
17 Regency Electronics, Incorporated with reference to any of the
18 I. U. E. handbills which are in evidence as General Counsel's
19 Exhibits 17 through and including 24?

20 A No specific conversation, no.

21 MR. LANKER: Do you have the October 11th letter from
22 the Union to Mr. Berner?

23 MR. TINKHAM: Yeah. We have this, and this is the
24 envelope in which it came, and this is also the letter that was received
25 on the same day.

1 MR. LANKER: I propose -- Strike that.

2 Would you mark this as General Counsel's 25-A and

3 25-B?

4 (Whereupon, the documents, above
5 referred to, were marked General
6 Counsel's Exhibits Nos. 25-A and
7 25-B, for identification.)

8 MR. LANKER: I would propose it be stipulated by and

9 between the parties that what has been marked for identification as

10 General Counsel's Exhibit 25-A is a letter sent by Mr. Rutherford

11 on or about the date which it bears to the person indicated on the

12 letter; that this letter was received by Respondent on or about

13 October 13, 1965 in the envelope which is marked for identification

14 as General Counsel's 25-B.

15 And with that proposed stipulation I would offer in

16 evidence General Counsel's Exhibits 25-A and -B.

17 TRIAL EXAMINER: Do you agree with that, Mr.

18 Rutherford?

19 MR. RUTHERFORD: Yes.

20 TRIAL EXAMINER: And do you agree with that, Mr.

21 Tinkham?

22 MR. TINKHAM: Yes.

23 TRIAL EXAMINER: It is received.

24 (Whereupon, the documents, heretofore
25 marked General Counsel's Exhibits Nos.
25 25-A and 25-B for identification, were
received in evidence.)

BY MR. LANKER:

1 Q Did you see a copy of General Counsel's 25-A in
2 letter form?

3 (Document handed to witness.)

4 A Yes.

5 BY MR. LANKER:

6 Q And in what way did you receive that?

7 A The same way I received the other leaflets.

8 Q Pardon me. Were you aware that there was a letter
9 sent by the company -- sent by the Union, I. U. E. Union to the
10 Company in the exact words which appear on General Counsel's 25-A?

11 A There was not a letter sent to the Company, no. This
12 was cut out of one of the leaflets, just as it is.

13 MR. TINKHAM: We'll stipulate that it was received in
14 that form.

15 MR. LANKER: Oh. It was received in that form?

16 MR. TINKHAM: Right.

17 MR. LANKER: All right.

18 BY MR. LANKER:

19 Q So when you saw it it was received in the form shown on
20 General Counsel's 25-A.

21 A Right.

22 Q And how did you receive a copy of that particular letter,
23 if you did?

24 A Mr. Berner sent this over to me in the inter-office mail.

25 Q And for what purpose was this sent to you?

1 A To keep for my file.

2 Q And did you have any discussion with Mr. Berner with
3 reference to this communication from the Union?

4 A No, I didn't.

5 Q Were you asked to formulate an answer to the demand for
6 recognition?

7 A No.

8 Q Did you formulate any answer to this demand for
9 recognition?

10 A That wouldn't have been my job.

11 TRIAL EXAMINER: Your answer is no?

12 THE WITNESS: No.

13 MR. LANKER: Would you mark this as General Counsel's
14 26.

15 (Whereupon, the document, above
16 referred to, was marked General
17 Counsel's Exhibit No. 26 for
identification.)

18 Document handed to Counsel for Respondent.)

19 BY MR. LANKER:

20 Q I'm handing you --

21 MR. TINKHAM: We got it; received it, whatever it is.

22 MR. LANKER: All right.

23 MR. TINKHAM: Mrs. McGraw said it was.

24 MR. LANKER: May it be stipulated by and between the
25 parties hereto that General Counsel's 26 for identification was

1 received by Respondent on or about --

2 Well, I withdraw the stipulation.

3 Let me ask some questions of this witness on it, if I
4 may.

5 TRIAL EXAMINER: Why?

6 MR. LANKER: I want the date when it was received.

7 TRIAL EXAMINER: It wasn't addressed to this witness.

8 MR. LANKER: Well, I haven't asked her whether or not
9 she received it. She's received all other matters, or at least they've
10 been handed to her.

11 TRIAL EXAMINER: Go ahead.

12 BY MR. LANKER:

13 Q I hand you what has been marked as General Counsel's
14 26 for identification.

15 (Document handed to witness.)

16 BY MR. LANKER:

17 Q Have you ever seen this before now?

18 A Yes.

19 Q And when did you first see it?

20 A Whatever day it came in the mail.

21 Q Do you know what date that was?

22 A No, I don't.

23 TRIAL EXAMINER: How do you know you saw it the day
24 it came in the mail?

25 THE WITNESS: Whatever day I received it in the mail I

1 saw it. I open my mail up at a specific time.

2 TRIAL EXAMINER: Did you open this envelope?

3 THE WITNESS: I do not know if I did or not.

4 TRIAL EXAMINER: Then how can you say that you
5 received it that day in the mail?

6 THE WITNESS: Regardless whether Mr. Berner would
7 have been in town or not, I still would have received it in the mail.
8 If he was out of town, his secretary was directed to send anything
9 pertaining to the labor, anything from the Labor Board, Union, or
10 otherwise, directly over to me. Otherwise if he received it and
11 opened it, I still would have received it in the inter-office mail.

12 So either way, I opened it, I couldn't tell you which type
13 of mail.

14 BY MR. LANKER:

15 Q I assume you read it after you received it?

16 A Right.

17 Q What, if anything, did you do with it after you received it,
18 General Counsel's Exhibit No. 26?

19 MR. TINKHAM: Is that thing offered in evidence?

20 MR. LANKER: It's offered in evidence.

21 MR. TINKHAM: WE object on the grounds of relevancy.

22 It obviously pertains to this hearing - or to the subject matter of this
23 hearing, but I think it is one of these things that is just periphery.

24 It is correspondence from the National Labor Relations Board to the
25 Regency, and only serves to clutter the record.

1 TRIAL EXAMINER: I agree.

2 It's rejected.

3 (Whereupon, the document, heretofore
4 marked General Counsel's Exhibit No.
26 for identification, was rejected.)

5 MR. LANKER: May it be included in the rejected
6 exhibit file, Mr. Examiner?

7 TRIAL EXAMINER: Yes.

8 Off the record.

9 (Discussion off the record.)

10 TRIAL EXAMINER: On the record.

11 Your Exhibit 26, Mr. Lanker, would that be encompassed
12 by the subpoena duces tecum served on the National Labor Relations
13 Board by the Respondent, B-54355?

14 MR. LANKER: I didn't think that he meant that. If he
15 meant it, he'd have to say so, because I never thought that he meant
16 it. We'll be glad to -- We'll certainly make available, though,
17 unofficially, that document.

18 TRIAL EXAMINER: I want you to understand now that
19 what you refused to produce under subpoena, the same rules can
20 apply to you, that you're not going to produce them in your case in
21 chief.

22 Let's go on with the witness.

23 MR. LANKER: I don't understand the ruling of the Trial
24 Examiner. I'd like clarification of that, because -- In fact, I would
25 like a ruling now by the Trial Examiner on that. There's been a

1 ruling by the Trial Examiner on the subpoena by Mr. Tinkham on the
2 Union, and it's been granted, and it's been granted for production
3 shortly this afternoon.

4 Our subpoena was deferred on certain items, the items
5 which the Respondent didn't choose to give to us, and I don't understand
6 the last comment by the Trial Examiner that certain things which we
7 have refused to produce pursuant to a subpoena, that we are thereafter
8 barred from introducing that.

9 I would like a ruling now on the subpoena that was served
10 on the National Labor Relations Board.

11 Now, I was perfectly content in the past to go along with
12 what apparently was an informal agreement of the parties to await a
13 ruling, if and when Mr. Tinkham decided that for reasons best known
14 to himself he desired to have again this matter renewed on the
15 subpoena.

16 TRIAL EXAMINER: Which matter are you referring to?

17 MR. LANKER: The subpoena he served on the National
18 Labor Relations Board.

19 Now, in view of the comment by the Trial Examiner I
20 feel that we should have a ruling as to whether or not Counsel for
21 General Counsel is required to produce anything pursuant to the
22 subpoena issued by Mr. Tinkham.

23 TRIAL EXAMINER: You're shaking your head, Mr.
24 Tinkham.

25 MR. TINKHAM: We have no agreement. As I understand

1 it - as I understand, General Counsel was not going to comply with the
2 subpoena, and he indicated that he was going to introduce with each
3 witness the matters herein specified, at least some of the matters.
4 And such things as the authorization cards, he was going to introduce
5 those. But he was not doing that pursuant to our subpoena. He
6 absolutely refused to comply with our subpoena.

7 So I think perhaps we do need your ruling on it.

8 MR. LANKER: I think we do, too, because --

9 TRIAL EXAMINER: Now, gentlemen, under the rules
10 I have no choice but to grant General Counsel's petition to quash the
11 subpoena. The order of procedure would be for somebody to request
12 General Counsel pursuant to Section 102.118 of the Rules and
13 Regulations to permit the Regional Office to turn the documents
14 requested over to the Respondent with a showing to the General
15 Counsel the reasons why these documents are needed.

16 However, to amplify my remark before, Mr. Lanker,
17 it seems to me that the Rules, again, work both sides of the street.
18 And if you're going to invoke Bannon Mills against Respondent,
19 Bannon Mills works against you, too. And if you're not going to
20 produce, if you're going to claim privilege in turning documents and
21 material over to the Respondent, I'm not going to permit you to
22 introduce that stuff when you see fit.

23 You can argue on Section 102.118. You can hide behind
24 Section 102.118. But it's a wall that has been erected by you, and
25 may not be pierced by you.

1 MR. LANKER: Well, let me ask the Trial Examiner, is
2 it the Trial Examiner's ruling that when I offer the authorization cards
3 into evidence your ruling will be that they are rejected under the
4 theory which you are now announcing?

5 TRIAL EXAMINER: That's my present intention, yes.
6 Let's go on with the witness. Can you finish this witness
7 shortly?

8 MR. LANKER: No, I cannot.

9 TRIAL EXAMINER: Well, let's break for lunch.
10 We'll return at 1:00 o'clock.

11 MR. LANKER: All right.

12 (Whereupon, at 12:00 o'clock noon, the hearing was
13 recessed until 1:15 o'clock p.m. of the same day.)

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AFTER RECESS

(Whereupon, the hearing was resumed, pursuant to taking the recess, at 1:15 o'clock p.m.)

TRIAL EXAMINER ARTHUR M. GOLDBERG: On the record.

MR. LANKER: I would like to make a short argument, Mr. Examiner, concerning the point under discussion before the noon hour.

I would like to state for the record that it is the position of Counsel for General Counsel that inasmuch as there has been a revoked subpoena that there is, therefore, no demand for the production of any documents upon the Board or any agents of the Board; that in view of the fact that the subpoena has been revoked, and, therefore, no demand, in effect, to produce, there is nothing which requires General - which requires Counsel for General Counsel to turn over any document or any affidavit.

And moreover, we wish to point out to the Examiner that at no time has Counsel for General Counsel, or any agent of the Board failed to produce; that in fact what has happened is that Respondent for reasons which it best knows chose not to follow the rules which require the request for permission be obtained from the person who has the authority to grant that permission, the Respondent chose not to do this for reasons which it only knows, and this it has not done.

In view of that, we feel that there certainly can be no contention that we are in any way required to produce any documents

1 as a condition to later introducing them in evidence.

2 That's the extent of the statement I wanted to make for the
3 record on that.

4 TRIAL EXAMINER: On your argument that the subpoena
5 having been quashed there is now no demand on the General Counsel
6 for production of documents reminds me of the boy who killed his
7 mother and father and then came in and pleaded for mercy because he
8 was an orphan. And I think it bears as much merit as that plea did.

9 As far as Respondent's failure to follow the procedures
10 in the Rules and Regulations requiring them to ask permission of
11 General Counsel, why they haven't done it I don't know, and will
12 operate on the assumption that I stated before.

13 Proceed with the examination of the witness.

14 MR. LANKER: I would like to offer --

15 Would you mark this as General Counsel's 27.

16 (Whereupon, the document, above
17 referred to, was marked General
18 Counsel's Exhibit No. 27 for
identification.)

19 MR. LANKER: In response to the Examiner's statements
20 on the record yesterday, and either requested or inquired today off
21 the record, I forget which, with respect to the matter of the
22 transcript of the Indiana Employment Security Division, I would like
23 to offer into evidence General Counsel's 27 as a letter by William T.
24 Little, sent on or about July 7, 1966, by or at the direction of Mr.
25 Little to the addressee shown on General Counsel's 27.

1 TRIAL EXAMINER: Is there any objection to the
2 introduction of this document?

3 MR. TINKHAM: I would like to examine it, if I could.
4 I doubt seriously if there will be.

5 (Document handed to Counsel for Respondent.)

6 MR. TINKHAM: There's no objection to the introduction
7 of this document.

8 TRIAL EXAMINER: Mr. Rutherford?

9 MR. RUTHERFORD: No, sir.

10 TRIAL EXAMINER: General Counsel's 27 is received.

11 (Whereupon, the document, heretofore
12 marked General Counsel's Exhibit No.
13 27 for identification, was received in
evidence.)

14 MR. TINKHAM: While we're on this letter, I wonder
15 to what extent the Trial Examiner feels that this complies with his
16 request. This is all, I take it, that the General Counsel has done, or
17 this Regional Office has done with respect to getting this transcript,
18 is to write this letter.

19 MR. LANKER: I think that is precisely what the Trial
20 Examiner suggested.

21 TRIAL EXAMINER: That's all I asked they do.

22 MR. LANKER: I didn't think we were to --

23 TRIAL EXAMINER: Examine.

24
25 Whereupon,

JUANITA McGRAW

resumed the stand, and further testified as follows:

DIRECT EXAMINATION (Resumed)

BY MR. LANKER:

Q Did I understand, you are still in a consulting capacity with Regency Electronics, Incorporated?

A Yes.

Q And have been at all times in 1965 and 1966?

A Not at all times in 1965, no.

Q Did you retain that capacity after May 23rd of 1966?

A Yes.

Q At all times since May 23rd, 1966?

A Except when I was on vacation.

Q And that capacity is similar to the consultant capacity you had before you became Personnel Director?

A Well, I'd say it's a little broader now than it was then, in that --

Q In what respects is it broader?

A Well, before, I went in and hired people only; this is at request. I would go in and interview evenings and on Saturdays. Primarily this was for office, technical and professional personnel, and in some cases plant personnel, but not very often.

Now, this consulting capacity is assisting in getting the new person well on the road in his duties. And I'm just on call at any time for the Company, to ask any questions, or help.

1 Q Is it true that you're a supervisor in that consulting
2 capacity?

3 MR. TINKHAM: I'll object to that as calling for a
4 conclusion on the part of the witness.

5 TRIAL EXAMINER: I'll sustain the objection.

6 BY MR. LANKER:

7 Q Do you have the authority to hire and fire in that
8 capacity as consultant?

9 A I haven't as yet, no.

10 Q You don't have that authority?

11 A No.

5314 12 Q Have you in fact hired and fired since May 23rd, 1965
13 for Regency Electronics?

14 A No.

15 TRIAL EXAMINER: '65, did you say?

16 MR. LANKER: '66. Pardon me. May '66.

17 BY MR. LANKER:

18 Q Have you hired or fired any employee since May 23rd,
19 1966?

20 A No.

21 Q What, if any, authority have you possessed since May
22 23rd, 1966?

23 MR. TINKHAM: I think I'll object to this line of
24 questioning, Mr. Trial Examiner. It's irrelevant. I think she
25 stated that she is a consultant for the company, and she's defined what

1 her duties are. I think that should be the extent of it.

2 TRIAL EXAMINER: It's immaterial. The events of this
3 case don't flow within that period of time.

4 MR. LANKER: We introduced some evidence yesterday
5 from this witness bearing on a conversation which she had in late
6 June, 1966 between herself and Lillian Hawkins, an 8(3). We offer it
7 for the purpose of showing animus.

8 TRIAL EXAMINER: I sustain the objection.

9 BY MR. LANKER:

10 Q Did you --

11 Directing your attention to October 14, last year, 1965,
12 did you come out into the plant office of Mr. Montague and Larry
13 Bright and tell Irene Lawrence that you were going to take ten cents
14 away from her pay?

15 A I'm not sure of the date. I didn't come out and tell her
16 that, no. She was told this first by the foreman.

17 Q Well, didn't you confirm it on October 14, 1965?

18 A I'm not sure of the date. I would have to see the
19 record, the write-up in her file.

20 Q Would that document refresh your recollection?

21 (Document handed to witness.)

22 A Yes.

23 BY MR. LANKER:

24 Q Now, your recollection having been refreshed, does it now
25 tell you that you did have a conversation with Irene Lawrence on

1 October 14, 1965 out in the plant office?

2 A Yes.

3 Q And at that time didn't you confirm or reaffirm what
4 she had been told earlier that day, that ten cents was going to be
5 taken from her wage rate?

6 A Yes, sir.

7 Q And you had received a petition from the National Labor
8 Relations Board only that day, October 14, 1965, had you not?

9 A I don't know.

10 Q You know what I mean by the petition?

11 A I know what you mean by a petition, but I don't know
12 if I received one that same day. I'm not familiar with the dates of
13 them.

14 TRIAL EXAMINER: Is that marked for identification, the
15 document you showed to the witness?

16 MR. LANKER: No. I planned to offer it later.

17 MR. TINKHAM: Should the witness testify from a --
18 You asked her a question about the document, didn't you?

19 MR. LANKER: I think the question was pretty clear,
20 Mr. Examiner. The witness may be shown a document to refresh
21 her recollection without having it introduced into evidence.

22 MR. TINKHAM: I believe --

23 MR. LANKER: Whether or not it refreshed her
24 recollection.

25 MR. TINKHAM: I think the question was something to the

1 effect, "Don't you know from reading that," actually reading what was
2 on the document. So actually it should be marked.

3 Is there some reason why you don't want to put it in?

4 MR. LANKER: Well, everytime we get into a point -
5 there's been some complaints here about how long the examination
6 is going. I think I can see why it's taking so long.

7 MR. TINKHAM: I'll state something to the Trial
8 Examiner. I'll move that the document be moved into evidence from
9 which the witness testified.

10 TRIAL EXAMINER: Put it in.

11 MR. LANKER: You mean for me to put it in?

12 TRIAL EXAMINER: Y eah.

13 MR. LANKER: Well, Mr. Examiner, I'd like to read
14 this, if you don't mind. These records were turned over to me just
15 a few minutes ago. I have not had a chance to read them as yet, and
16 I would --

17 TRIAL EXAMINER: You have not read this before?

18 MR. LANKER: I have not read this through completely,
19 no.

20 I want the record to show that there are on this desk a
21 list of documents at least a half-inch thick; that this particular
22 document is single spaced; that there are many other documents
23 single spaced; that there are a great deal of records which were
24 produced for the first time --

25 MR. TINKHAM: I'll agree to a recess if he wants to

1 read them.

2 TRIAL EXAMINER: I am not going to give you a recess.
3 You've used that document. Obviously you knew what it was when you
4 used it.

5 MR. LANKER: I know I leafed through here and saw
6 October 14th, 1965, and Larry Bright, assistant foreman on it.

7 Now, I'd like the record to show, since the Trial
8 Examiner has raised that question, that these documents were
9 turned over to me in a mass no sooner than ten minutes ago, and that
10 there has been, and there has been in part of that ten minutes
11 considerable statements by me on the record, and I want the record
12 to show what these documents are comprised of, because I resent
13 the implication that I've had a chance to examine these documents in
14 their entirety, which I have not.

15 TRIAL EXAMINER: Are you going to introduce the
16 document or not?

17 MR. LANKER: I would like an opportunity to look at it
18 and study it.

19 TRIAL EXAMINER: Hand it to your co-counsel and
20 continue your examination.

21 BY MR. LANKER:

22 Q Was anyone else transferred from assembly to subassembly
23 in October or in September of 1965?

24 A From assembly to subassembly?

25 Q Yes.

1 A There may have been, because there's a constant
2 switching of people back and forth all the time.

3 Q There is?

4 A Yes.

5 Q And in each one of these instances you reduced the pay
6 of that employee by ten cents per hour?

7 A Your switching of employees is a necessity in the
8 operation of a company the size of Regency Electronics, and
9 absenteeism -- you may have several people absent on a line that
10 are line assemblers, or expert line assemblers, and because of the
11 terrific absenteeism we had, sometimes it was necessary to pull
12 people from other areas and put them in those slots in order to keep
13 the line running.

14 Now, this happens day after day. It did not mean that
15 anyone failed to make rate to where they were demoted. There's
16 quite a difference there.

17 Q Well, how many employees did you demote, then, in
18 September, October?

19 A There were none demoted; there were none demoted
20 other than Irene Lawrence.

21 Q And every other employee in your plant in September and
22 October, 1965 made their rate?

23 A To my knowledge, yes.

24 MR. LANKER: Mark this General Counsel's 28.

25 (Whereupon, the document, above

referred to, was marked General Counsel's Exhibit No. 28 for identification.)

BY MR. LANKER:

Q I am handing you what has been marked for identification as General Counsel's Exhibit No. 28, and ask you if you have seen that before.

(Document handed to witness.)

A Yes.

BY MR. LANKER:

Q And when did you see it?

A October 15th.

Q This was addressed to you, was it not?

A It was addressed to the Personnel Manager.

Q And was there any other Personnel Manager in October, 1965?

A No.

Q So it was addressed to you?

A Yes.

Q And you received it first at the company, did you not?

A Yes.

Q And you read it, did you not?

A Yes.

Q And you understood, did you not, that the statement in there, "Due to your harrassing..."

MR. TINKHAM: Oh, Mr. Lanker --

1 TRIAL EXAMINER: Introduce it.

2 MR. LANKER: I'll offer General Counsel's 28.

3 MR. TINKHAM: May I see the document?

4 (Document handed to Counsel for Respondent.)

5 MR. LANKER: You produced it pursuant to the subpoena?

6 MR. TINKHAM: That's right.

7 This, your Honor, Mr. Hearing Officer, is clearly
8 irrelevant, hearsay, self-serving, has nothing whatever to do with the
9 matters before this Board. Perhaps the most flagrant violation of
10 the rules of evidence of a self-serving nature of a document.

11 TRIAL EXAMINER: Let me ask you this, Mr. Lanker -
12 what do you mean to prove by this?

13 MR. LANKER: I mean to prove that this person on this
14 stand, who later participated in the discharge of Irene Lawrence,
15 who participated in the reduction or confirmation of her reduction
16 in pay of ten cents per hour on a nonwarranted basis, and was a
17 participant in the unfair labor practices, was notified on October 15,
18 1965 that with respect to Irene Lawrence it was considered that she
19 had engaged, this person right here had engaged in an unfair labor
20 practice, and that thereafter Respondent, including this person right
21 here, in retribution for this --

22 TRIAL EXAMINER: Retribution for what?

23 MR. LANKER: Retribution of union activity of Irene
24 Lawrence, including, in part, this, took action against her which
25 culminated in her discharge.

1 MR. TINKHAM: I think all of that, if possible, should
2 be produced by independent evidence. This document adds nothing to
3 that.

4 TRIAL EXAMINER: This document proves nothing other
5 than the Union sent a telegram to the Personnel Director alleging
6 that there had been harrassment.

7 MR. TINKHAM: Absolutely.

8 TRIAL EXAMINER: That doesn't prove harrassment; it
9 doesn't even prove that a charge was filed.

10 I'll reject the document.

11 (Whereupon, the document, heretofore
12 marked General Counsel's Exhibit No.
28 for identification, was rejected.

13 TRIAL EXAMINER: It may go in the rejected file.

14 MR. LANKER: I would like to make an offer of proof
15 pursuant to Rule 43(c) of the Rules of Civil Procedure by question and
16 answer with respect to this rejected document, of this witness.

17 TRIAL EXAMINER: Your offer is rejected.

18 MR. LANKER: I would offer to prove that if the Tri al
19 Examiner would permit testimony from this witness she would testify
20 with respect to rejected Exhibit General Counsel's No. 28 that she,
21 this witness, knew that the accusation in this telegram, as follows:

22 "Due to your harrassing of IUE supporters charges are
23 being filed with the National Labor Relations Board. In the meantime
24 I demand that you immediately cease your coercing and intimidating
25 of IUE supporters."

1 That this witness, Mrs. McGraw, knew that this
2 accusation in this telegram was being made in respect to her conduct
3 to Irene Lawrence.

4 TRIAL EXAMINER: Your offer is rejected.

5 It seems to me, Mr. Lanker, that your problem in this
6 case is not to prove that accusations were made against Mrs. McGraw,
7 but to prove that Mrs. McGraw as an agent of this Respondent
8 performed certain acts.

9 BY MR. LANKER:

10 Q You received the telegram -- The telegram which you
11 received addressed to you on October 15th, you received at 12:30 p.m.
12 on that day?

13 A I think I was out to lunch at the time it came in.

14 Q It was shortly after 1:00 o'clock?

15 A It was on my desk at the time I came back.

16 Q Did you show that telegram to anyone else?

17 MR. TINKHAM: I'll object to questions concerning the
18 telegram inasmuch as the contents of the telegram have been
19 excluded from the hearing.

20 TRIAL EXAMINER: I sustain the objection.

21 BY MR. LANKER:

22 Q Did you talk to Irene Lawrence again on October 15,
23 1965, again on this same matter of reduction in pay?

24 A I don't recall that I talked to her on the 15th. Irene

25 asked to see me each time that I talked with her

1 Q Did you have a conversation with her about the ten cents
2 per hour reduction in pay on October 15, 1965?

3 A I do not recall if it was the next day or not. I would again
4 have to see my notes in my file.

5 Q Can you find those notes and refresh your recollection?

6 A If they're there.

7 (Documents handed to witness.)

8 MR. TINKHAM: Oh, Mr. --

9 TRIAL EXAMINER: Do these documents contain
10 Mrs. McGraw's notes?

11 MR. LANKER: I don't know. I assume they do, because
12 I subpoenaed them and he said they were turning them over to me.

13 MR. TINKHAM: Those documents that have just been
14 handed Mrs. McGraw are all the documents subpoenaed by the
15 Government, including Miss Lawrence - or Mrs. Lawrence's
16 personnel file.

17 TRIAL EXAMINER: Mrs. McGraw, are those the
18 documents you need to refresh your recollection?

19 THE WITNESS: This is one, I think, here. But --

20 TRIAL EXAMINER: Well, while you're looking through
21 those documents, why don't you hand the others to Mr. Lanker so
22 he can be looking at the others.

23 (Documents handed to Counsel for General Counsel.)

24 MR. TINKHAM: Can I have the witness for a moment on

1 TRIAL EXAMINER: No.

2 A (Continued) According to these I did not talk to her on the
3 15th.

4 TRIAL EXAMINER: Mr. Lanker, will you examine the
5 witness properly?

6 BY MR. LANKER:

7 Q So your testimony is as far as you know you did not talk
8 to her about this matter of the ten cents reduction in wage rate on
9 October 15, 1965?

10 A No.

11 Q After the time when you testified you talked to her on
12 October 14th, 1965, did you ever talk to her again with respect to this
13 same matter of ten cents reduction in wages?

14 A No.

15 Q You did not.

16 A No.

17 Q You don't recall an occasion when you had some group
18 leaders called in and asked them about this Irene Lawrence's --

19 A I did not ask any group leaders anything regarding Irene
20 Lawrence. There was a group leader - two group leaders in fact
21 called in the day that she was demoted, and she asked for one of
22 them to come in. That was on the 14th.

23 Q And was October the 14th the day that her wage rate was
24 reduced?

1 until October 18th, I believe, which would have been the following
2 Monday.

3 Q Do you recall a conversation with Irene Lawrence in
4 which you told her that you did not like it, that the I. U. E. had
5 put something in the leaflets about apple polishers?

6 A Absolutely not. I never at any time talked with Irene
7 Lawrence regarding the union. I would have a little bit better sense
8 than that.

9 I might add that at all times I talked with her there was
10 always somebody else present.

11 Q You made sure of that, didn't you?

12 A I made sure of that, that's right.

13 Q Why did you make sure of that?

14 A Because I knew how these people could twist things.

15 Mr. Berner was misquoted. I didn't intend to be misquoted.

16 Q Why did you think she would twist things?

17 A Because they had done it.

18 Q She had done it?

19 A I don't know that she had done it personally.

20 TRIAL EXAMINER: Now --

21 MR. TINKHAM: I think we're getting a little far
22 afield as to why people would do things, and so forth. I don't think
23 it's relevant. The testimony calls for a state of conclusion on the
24 part of this witness, part as to the state of mind of another person.

25 TRIAL EXAMINER: I sustain the objection.

1 BY MR. LANKER:

2 Q Do you recall a conversation with Irene Lawrence in
3 which you said that you had gathered up the I. U. E. leaflets from
4 the restrooms and off the lunch tables because those leaflets had
5 said that the R. E. I. U. people were apple polishers?

6 A No.

7 Q Do you recall a conversation with Irene Lawrence in
8 which you said that people were being slandered, and the Union was
9 causing a little friction between everybody?

10 A There was only one inference even made to that, and I
11 believe there was a group of girls in Mr. Gunselman's office one day,
12 where -- this was after Mr. Berner's second speech, where he was
13 pretty upset over things that had been said.

14 Afterwards, these same girls asked to see Mr. Berner,
15 and he told them that he wouldn't talk to anybody else, didn't want
16 any part of talking with anybody any more.

17 So they asked to see Mr. Gunselman, and Mr. Berner
18 asked me to be present.

19 At that time the girls stated that these remarks, and
20 things that they supposedly had said were not true, and they wanted
21 Mr. Berner and Mr. Gunselman and all of us to know it.

22 At that time I told the girls, I said, "This is a dirty
23 business, and, " I said, "everyone is upset. It's a war of emotions."
24 And I think the girls can all verify this, that people who were friends
25 were no longer friends. I mean it was a war of emotions.

1 Q When did that conversation take place?

2 A It was right after his second speech, whenever that was.

3 Q Do you recall a conversation with Irene Lawrence in
4 which you told her that you had heard the phrase "niggers" had been
5 used at an I. U. E. union meeting?

6 A I never talked to Irene Lawrence regarding any negro
7 issue.

8 Q You never talked to her about a negro issue?

9 A No. Absolutely not.

10 Q Did you ever receive any reports concerning --

11 MR. TINKHAM: I don't know what this has to do with any-
12 thing before this Board. I think it's irrelevant.

13 MR. LANKER: Well, Mr. Examiner, I think he knows
14 better than that.

15 TRIAL EXAMINER: Off the record.

16 (Discussion off the record.)

17 TRIAL EXAMINER: On the record.

18 BY MR. LANKER:

19 Q I am now handing you what is in evidence as General
20 Counsel's Exhibit 1-A.

21 (Document handed to witness.)

22 BY MR. LANKER:

23 Q Have you ever seen a copy of this particular document
24 before now?

1 for the record?

2 MR. LANKER: That's the charge, the original charge,
3 in Case 25-CA-2347.

4 A Yes, sir.

5 BY MR. LANKER:

6 Q You received this October 20, 1965?

7 A Mr. Lanker, I can't testify the date I received it, unless
8 it's noted on the company file.

9 MR. TINKHAM: Mr. Trial Examiner, I will at this point
10 make an objection to the continuing use of this witness as an adverse
11 witness under the Federal Rules for the purposes of making out a
12 prima facie case on the part of the Government, and ask that if this
13 general line of questioning continues, and that is about things that
14 are only remotely related, it seems to me that this witness should
15 be excused and come down off the witness stand.

16 I see we've sat here for I don't know how many hours
17 today and at least one hour yesterday, since about 9:30 this morning,
18 with, of course, interruptions, and I have, with the exception of very
19 few things which someone at the Personnel Director's office can
20 testify to, I have yet to see how all of these other matters cannot be
21 best presented through direct witnesses of the Government.

22 And unless the testimony to be elicited relates not only
23 directly to the subject matter of this hearing, but also directly to the
24 responsibility, or responsibilities of this witness, then I am making

1 TRIAL EXAMINER: Mr. Lanker?

2 MR. LANKER: Well, I think Mr. Tinkham has certainly
3 made an argument which doesn't make sense to me. I'm asking this
4 witness something which certainly none of my witnesses know. And in
5 the first place he didn't even wait until I -- there's no question
6 pending as to which he can object. The other answer was she didn't
7 know. And I am now about to put a question.

8 So he's talking generally, I assume, in response to
9 comments earlier by the Trial Examiner. But this certainly is
10 nothing which any 8(3) knows. This is something which this witness
11 right here knows.

12 MR. TINKHAM: Well, you mean as to the --

13 MR. LANKER: And I certainly don't --

14 TRIAL EXAMINER: I think the Board's files know when
15 the Respondent received the copy of the charge. You have a return
16 receipt in your files on that.

17 MR. LANKER: That is true. ^And there's a reason why
18 I want to establish the time.

19 TRIAL EXAMINER: Well, frankly --

20 MR. LANKER: If I may.

21 TRIAL EXAMINER: -- Mr. Lanker, I'm inclined at this
22 moment to granting Mr. Tinkham's motion to have this witness
23 excused as a 43(b) witness. You've gone pretty far afield in the
24 examination of this witness, and I think beyond the scope of the
25 purpose of 43(b). Much of the evidence that you have elicited from

1 this witness has been material that your own witnesses should be putting
2 in on direct examination with Respondent having the opportunity to
3 cross-examine.

4 MR. LANKER: I --

5 TRIAL EXAMINER: So I would appreciate it if you would
6 confine your questioning of this witness to functions which she
7 performed in her capacity which made her subject to being called as
8 a 43(b) witness.

9 MR. LANKER: Well, on this particular point, I would
10 be glad to explain to the Trial Examiner why my thoughts, if the
11 witness may be excused, and unfortunately in the previous instances
12 I have indicated what my purpose was and in this case I would like,
13 if I may, if the Trial Examiner wants an explanation, I'd be glad to
14 give the explanation.

15 TRIAL EXAMINER: Go on with your examination.

16 BY MR. LANKER:

17 Q Does this document in evidence as General Counsel's 1-B
18 refresh your recollection?

19 (Document shown to witness.)

20 TRIAL EXAMINER: Identify 1-B, please.

21 BY MR. LANKER:

22 Q Which is the N. L. R. B. paper showing service of
23 charge of Case No. 25-CA-2347.

24 Does that refresh your recollection as to the fact you
25 received the charge, General Counsel's Exhibit 1-A, on October 20, 1965?

1 A This is the charge here?

2 Q Yes, ma'am.

3 TRIAL EXAMINER: What do you mean by "you"? Her
4 personally, Mr. Lanker?

5 MR. LANKER: Yes; I mean whether she received it on
6 that day.

7 A Well, it's addressed to Mr. Berner, and again I explained
8 how I may have received these things. Either they were sent to me
9 directly, or they were sent over by his secretary.

10 BY MR. LANKER:

11 Q Well, let me ask you this again: Did you receive a copy
12 of General Counsel's Exhibit 1-A on October 20, 1965?

13 A Yes.

14 Q And you received that in the morning of that day of
15 October 20, 1965, did you not?

16 A I don't know if I received it in the morning or not.

17 Q You know it was before you discharged Irene Lawrence,
18 don't you?

19 A No, I don't.

20 Q You don't know that it was?

21 A No, I don't know.

22 Q You didn't pay any special attention then, to the charge.

23 A Well, I didn't pay any special attention to the time I
24 received it.

25 Q And at the time you discharged Irene Lawrence you didn't

1 know that you had received that charge?

2 MR. TINKHAM: Has it been established that this witness
3 discharged Irene Lawrence?

4 TRIAL EXAMINER: No, it has not.

5 MR. TINKHAM: It assumes a fact not in evidence.

6 MR. LANKER: I'll strike the question.

7 BY MR. LANKER:

8 Q Did you participate in the discharge of Irene Lawrence?

9 A If participating is following Mr. Berner out there, yes.

10 TRIAL EXAMINER: Who made the decision to fire her?

11 THE WITNESS: Mr. Berner.

12 BY MR. LANKER:

13 Q And at the time you followed him out on the discharge
14 day, is it your testimony that you did not know earlier that day you
15 had received a copy of a charge?

16 MR. TINKHAM: I think the witness has answered that
17 question.

18 TRIAL EXAMINER: She has.

19 Move along.

20 BY MR. LANKER :

21 Q You knew, did you not --

22 You've read this charge, 1-A, when you received it on
23 October 20?

24 (Document shown to witness.)

25 MR. TINKHAM: She's already testified she has.

1 TRIAL EXAMINER: Mr. Tinkham.

2 MR. TINKHAM: Excuse me.

3 BY MR. LANKER:

4 Q Did you read charge 1-A when you received it on October
5 20, 1965?

6 (Document shown to witness.)

7 A I always read them when I received them.

8 BY MR. LANKER:

9 Q And you knew, did you not, that the accusation in here
10 with respect to the above-named employer has discriminated against
11 I. U. E. supporters by moving them to lower paying jobs, you knew
12 that accusation was aimed at the demotion of Irene Lawrence, did you
13 not?

14 MR. TINKHAM: I'll object to what she knew or didn't
15 know.

16 TRIAL EXAMINER: I'll overrule it.

17 Answer the question.

18 A Well, as I said, I don't remember what time I received
19 that.

20 TRIAL EXAMINER: That's not responsive.

21 Repeat the question.

22 A (Continued) Ask the question again.

23 BY MR. LANKER:

24 Q The question is --

25 TRIAL EXAMINER: Read the question.

1 A It could only have been she --

2 TRIAL EXAMINER: Can you answer the question with a
3 yes or no?

4 THE WITNESS: No.

5 TRIAL EXAMINER: You cannot answer it with a yes or
6 no?

7 THE WITNESS: Not hardly. Because --

8 Put this off the record.

9 TRIAL EXAMINER: No.

10 MR. TINKHAM: Well, Mr. Hearing Examiner, I'm not
11 sure I understand the question either.

12 TRIAL EXAMINER: I understand it.

13 I merely asked the witness can she answer the question
14 with a yes or no, and her answer is no, she cannot.

15 Now, answer the question as briefly as you can, please.

16 THE WITNESS: All right.

17 A (Continued) This particular petition, or charge, whatever
18 you want to call it, stated in there demoting them to lower paying jobs.
19 There was no them. There was one employee.

20 BY MR. LANKER:

21 Q But you knew she had been the only one reduced in pay.
22 I believe you testified to that.

23 A That's right; that's right.

24 MR. LANKER: Will you mark this as General Counsel's

25 29.

(Whereupon, the document, above referred to, was marked General Counsel's Exhibit No. 29 for identification.)

MR. LANKER: Did you want to see this?

MR. TINKHAM: This is --

(Document handed to Counsel for Respondent.)

TRIAL EXAMINER: Get on with it.

BY MR. LANKER:

Q I hand you what has been marked as General Counsel's 29.

(Document handed to witness.)

BY MR. LANKER:

Q Is this a letter which you sent on October -- or on November 22nd, 1965 to the addressee shown on General Counsel's 29?

A Yes.

MR. LANKER: I'll offer General Counsel's 29.

MR. TINKHAM: Just a moment.

We have no objection.

TRIAL EXAMINER: Received.

(Whereupon, the document, heretofore marked General Counsel's Exhibit No. 29 for identification, was received in evidence.)

BY MR. LANKER:

Q Now, this letter was written, was it not, to tell the Indiana Employment Security Division the reason why Irene Lawrence had been discharged?

1 A That's right.

2 Q And you gave as the reasons for the discharge, the poor
3 work record, refusing to comply with the request to report to the
4 front office, and the incapability of working in a homogenous work
5 atmosphere. Is that correct?

6 A Yes.

7 Q And with respect to the last one, the incapability of
8 working in a homogenous work atmosphere --

9 MR. TINKHAM: Excuse me. I'll object to this line of
10 questioning. The document speaks for itself.

11 TRIAL EXAMINER: Overruled.

12 BY MR. LANKER:

13 Q With respect to the last item, being incapable of working
14 in a homogenous work atmosphere, what did that have reference to,
15 please?

16 A That's homogeneous.

17 Q Oh. Excuse me.

18 A The inability to work in an integrated work situation.

19 Q And would you tell us what you mean by integrated?

20 A Negro and white.

21 Q And when had you first received any complaint concerning
22 her inability to work in such a negro-white employee situation?

23 A I don't remember the exact date, but one day I started
24 receiving a lot of complaints from various individuals, various
25 employees I should say, with the first one being the foreman coming

1 our hands."

2 I said, My God, what do you mean?"

3 And he proceeded to tell me the talk that was going around
4 the plant at that time.

5 Well, then, various employees started coming in my
6 office telling me basically the same story.

7 Q All right. Who was this foreman?

8 A Mr. Montague.

9 Q And when did he have this conversation with you?

10 A I don't remember dates; I'm sorry.

11 Q Was it before or after Irene Lawrence was discharged?

12 A It was before.

13 Q And how much before?

14 A Probably a week or ten days.

15 Q And did you go out to her at that time and warn her?

16 A No, I didn't.

17 TRIAL EXAMINER: Just a minute. How long had Mrs.
18 Lawrence been working for Regency?

19 THE WITNESS: Oh, I don't know. I'd have to see the
20 hire date.

21 TRIAL EXAMINER: Would you guess?

22 THE WITNESS: Probably about two to three years.

23 TRIAL EXAMINER: And how long had Regency been
24 employing negroes?

25 THE WITNESS: When Mr. Berner came in - let's see,

1 sometime in '62.

2 TRIAL EXAMINER: Sometime in '62?

3 THE WITNESS: Uh huh.

4 TRIAL EXAMINER: And the first complaint you had had
5 that Mrs. Lawrence couldn't work with negroes was about a week before
6 she was fired?

7 THE WITNESS: That's right.

8 BY MR. LANKER:

9 Q And tell me again what Mr. Montague said to you.

10 A He stated there was a lot of rumors going around the
11 plant that morning; that there had been some remarks made by Irene
12 Lawrence with reference to the negroes, and it could be another Watts
13 situation. He said, "We could have a pretty hot situation here on our
14 hands".

15 Q Is that all?

16 A Words to that effect.

17 I asked him basically what it was. And he told me.

18 Q What did he tell you?

19 A What he had heard.

20 That supposedly in a meeting the night before that she
21 had called the organizers of the R. E. I. U. all niggers; that it was
22 comprised of all niggers.

23 Q Is that what -- Is that all that he told you, all that
24 Montague told you?

25 A Yes. He said several of them were up in arms about it

1 . that next morning.

2 Q And he told you this was at an I. U. E. meeting.

3 A Yes.

4 Q And is that -- Did he have any other conversations,
5 did Montague have any other conversations with you?

6 A Not regarding that, no.

7 Q Well --

8 A He was concerned that morning; that's the reason he came
9 in.

10 Q And do you have any explanation for what you wrote to the
11 Indiana Employment Security Division that she was incapable of
12 working in a homogenous work atmosphere where by your own testimony
13 you told us that this thing occurred out in a union meeting?

14 MR. TINKHAM: Argumentative. Objection.

15 TRIAL EXAMINER: Read me the question.

16 (Question read.)

17 TRIAL EXAMINER: I overrule the objection.

18 Do you understand the question?

19 THE WITNESS: Not really, no.

20 TRIAL EXAMINER: Break it up, Mr. Lanker.

21 MR. LANKER: All right.

22 BY MR. LANKER:

23 Q You testified that this incident was reported to you, that
24 it allegedly happened at an I. U. E. meeting. Is that correct?

25 A Yes.

1 Q All right. And then you stated, did you not, to the
2 Indiana Employment Security Division that she was incapable of
3 working in an homogenous -- homogeneous work atmosphere. That
4 was your statement to them.

5 A Yes, sir.

6 Q I'm asking why it is that you told them that she was
7 unable to - incapable of working in a homogenous work atmosphere
8 when her conduct which had been reported to you occurred not at
9 work but rather it occurred, according to your report, at the union
10 meeting.

11 A It wasn't where it occurred; it was the feeling in the
12 plant after this happened.

13 TRIAL EXAMINER: Off the record.

14 (Discussion off the record.)

15 TRIAL EXAMINER: On the record.

5313 16 Go on.

17 BY MR. LANKER:

18 Q You testified earlier, did you not, concerning the fact
19 that there was considerable uproar in the plant because of the
20 organizational drive; in substance didn't you so testify?

21 A Well, it was like a serial on television, Peytol Place,
22 if thats what you mean. You're wondering what's going to happen
23 next, who's going to be in complaining, or crying, or getting their
24 feelings hurt.

25 Q So --

1 A If this is an uproar, yes. It's not a normal workday.

2 Q So there are --

3 TRIAL EXAMINER: Is that an evaluation of Peyton
4 Place?

5 THE WITNESS: That was the best thing I could think of.

6 BY MR. LANKER:

7 Q So that the R. E. I. U. contributed to this upheaval in the
8 plant just as much as the I. U. E. Is that correct?

9 A Both of them; yes. One probably more so as much as the
10 other.

11 Q And it concerned you, did it not?

12 A Certainly. When the people are upset, I'm upset.

13 Q But you didn't go out and caution any R. E. I. U.
14 adherent, did you?

15 A Did I go out and caution them?

16 Q Yes. Caution them to stop creating this uproar?

17 MR. TINKHAM: Objection. It hasn't been established
18 in evidence that she knew who the R. E. I. U. supporters were.

19 TRIAL EXAMINER: I'm going to sustain that objection.

20 Additionally, there's no evidence in the record that
21 Mrs. McGraw cautioned any R. E. I. U? -- any I. U. E. adherent
22 to stop union activities. The testimony is she was concerned only
23 about appeals to racial prejudice. No foundation. I sustain the
24 objection.

25 BY MR. LANKER:

1 Q Now, these other conversations which you had from other
2 employees, when did they - concerning Irene Lawrence, when did they
3 occur, and with whom, and what was said?

4 A Well, within the next couple of days. They weren't all at
5 once. I mean it was spread over a couple of days after that.

6 Q And who talked to you first after your report from Mr.
7 Montague?

8 A I think the first one was probably the Quality Control
9 supervisor, because she was so concerned with the feeling in the
10 plant.

11 TRIAL EXAMINER: What was her name?

12 THE WITNESS: This was not an employee, a rank and
13 file employee.

14 Lucille Surface.

15 BY MR. LANKER:

16 Q And did she talk with you in your office?

17 A Yes. She had overheard some girls in the restroom
18 discussing this, and she didn't like the gist of the conversation at
19 all.

20 Q Well, what did Surface tell you?

21 A That she was afraid we might have a little bit of trouble
22 on it.

23 Q Is that all she said?

24 A The fact that a racial issue was being brought against
25 one union against the other. In other words, they were going to use

1 this to downgrade the one union, the fact that it was comprised mostly
2 of negro people.

3 Q Which was comprised mostly of negro people?

4 A The R. E. I. U.

5 Q She told you that, or you knew that?

6 A I just stated, she told me that.

7 Q And, then, is that all that she told you, Surface?

8 A Well, everybody was concerned about this. Now, whether
9 or not -- This was basically what she told me, yes.

10 Q And did you talk with anyone else after Lucy Surface?

11 A There were a number of girls that came in - golly, let's
12 see - I think you'll have to understand one thing. There wasn't a day
13 that went by that I didn't have employees coming in and out all the time,
14 to the point I couldn't even get any work done. And to sit and name what
15 each one of them, who they were, and what they said, is almost
16 impossible.

17 Q So the only ones you recall are Montague and Surface. Is
18 that your testimony?

19 A No. There were a couple of the negro girls themselves
20 that came in.

21 Q Like Charlotte Farmer, for example?

22 A Charlotte never did come in on it, no. There was
23 Lucille Moore -

24 Q How about Virginia Humfleet; did she come in and talk to
25 you about it?

1 A No; no, she didn't.

2 A girl by the name of Ruth Ishmael.

3 Q What did she say to you?

4 A She told me what had happened.

5 Q What did she say?

6 A In the meeting the night before.

7 Q What did she say?

8 A About the fact that Irene Lawrence got up and stated -

9 she had a paper in her hand --

10 TRIAL EXAMINER: Who is "she"?

11 THE WITNESS: Irene Lawrence.

12 A (Continued) -- and this was a leaflet that had been
13 signed by some of the negro girls, and she waved it and said, "These
14 are all --, "It's comprised of all niggers," and then she supposedly
15 sat down, and got up again and said, "I'm sorry; I didn't mean that,
16 Mr. Rutherford".

17 . And Ruth, and one or two others, the head I. U. E.
18 members told me that was the night they bowed out, because they
19 wanted no part of any racial issue.

20 Q Who were these one or two others that told you that?

21 A One was a girl by the name of Catherine Kaiser.

22 Q And she told you about this same thing?

23 A Yes.

24 Q About this same thing as this Ismael did.

25 A Right.

1 Q And were there any others besides Ishmael and Kaiser?

2 A There was one other girl, She did not come in and talk
3 to me, but one of the girls told me that if she were asked, she would,
4 but I never called her in. This was a girl --

5 Q If she were asked she would what?

6 A If she were asked to come to the office, she would come.
7 in and talk. But she didn't want to come in on her own. A girl by the
8 name of Imogene Coomes.

9 Q Anyone else?

10 A That's all I can think of.

11 Q Now, it's your duty, is it not, as Personnel Director
12 when you receive a report concerning any problem, to direct your
13 foreman - foremen or foreman to take care of the situation?

14 A It depends on what it is.

15 Q Why, don't you do this as a matter of fact when problems
16 come to your attention, don't you direct that they be remedied, or do
17 you do nothing about them?

18 A I just answered your question. It depends on what it is,
19 as to who I have handle it, and who I direct to handle it.

20 Q But you do direct that it be taken care of, do you not?

21 A Yes.

22 Q And as a matter of fact, in the past, from May - from the
23 time that you started, when problems arose you did handle the matters,
24 the problems in this manner, by going to some person and directing
25 that this situation be corrected?

1 A Right.

2 Q Is this true?

3 A Right.

4 Q But with respect to this matter, you did not direct anyone
5 to go to Irene Lawrence, did you?

6 A No. And I'll tell you why I didn't, if you want to hear the
7 answer.

8 Q Well, let's hear it.

9 A All right. Fine.

10 When Mr. Berner took over the company in February of
11 '62, it was some weeks after he took over the company that he found
12 out he was in a company that did not believe in hiring negroes. And he
13 has been one that has supported the racial issue for a number of years.
14 And one person made a remark to him that day that they didn't hire
15 colored people, they never had, they never would.

16 He said, "Now, wait a minute. This is no longer true."
17 And from that day on they started hiring negro people.

18 He feels very strongly about this. And knowing how he
19 feels about it, and I don't think there's a negro girl that I hired that I
20 didn't talk to and tell them that we had been very proud of our mixed
21 or integrated work situation; we had very good results with it, and
22 that we expected them to conduct themselves in the manner in which
23 we had experienced with the rest of them. And they were talked to
24 very plainly.

25 When this situation arose I didn't think it was a situation

1 anyone other than Mr. Berner should handle, because the racial issue
2 is not one that you encounter everyday, and I certainly hope; I wouldn't
3 want a foreman, myself, or anyone else to handle it.

4 TRIAL EXAMINER: Just a minute. Does Regency have
5 contracts with the Federal Government?

6 THE WITNESS: Yes.

7 BY MR. LANKER:

8 Q So you told Mr. Berner about it immediately upon this
9 report from Mr. Montague. Is that correct?

10 A Not immediately, no, because he was out of town.

11 Q But was it the same day?

12 A Oh, no. He was out of town for about a week after that.

13 Q And --

14 TRIAL EXAMINER: Let me understand something. You
15 felt this situation was so important that only Mr. Berner should handle
16 it.

17 THE WITNESS: I didn't say so important. So touchy.

18 TRIAL EXAMINER: Touchy. But you felt it could wait a
19 week until he got back?

20 THE WITNESS: Yes, I did.

21 TRIAL EXAMINER: All right.

22 THE WITNESS: Well, I didn't know he was going to be
23 gone a week. So many times you didn't.

24 BY MR. LANKER: .

25 Q The only reports that you received, no matter from whom

1 you received the report, concerned conduct which allegedly happened
2 at one union meeting. Is that correct?

3 A: There was a report of another union meeting, only an
4 independent union, where she made an inference to Charlotte Farmer,
5 and this was told me by another girl, where she told Charlotte Farmer
6 that just because her skin was a different color was no reason why she
7 should be getting more money than she was.

8 Q Who told you this?

9 A A woman by the name of Myrtle Cramer.

10 Q And she told you this happened where?

11 A At the first, or second Independent Union meeting.

12 Q And when was that report, before or after the report of
13 Montague?

14 A Before or after the report of Montague?

15 Q Yes. You received a report from Montague with reference
16 to some conduct at an I. U. E. meeting. Now, you're testifying about
17 Myrtle Cramer's report to you concerning a first, or one of the first
18 R. E. I. U. meetings.

19 A This was afterwards.

20 Q All right. And how much afterwards?

21 A I don't recall.

22 TRIAL EXAMINER: Mr. Lanker, are you going to
23 connect all this up to the charge?

24 MR. LANKER: I certainly am.

25 TRIAL EXAMINER: Now?

1 MR. LANKER: I think the connection has already been
2 made in the statement contained herein, in the alleged grounds for
3 discharge. It's all related to that.

4 BY MR. LANKER:

5 Q And did you --

6 TRIAL EXAMINER: Now, wait a minute; wait a minute.
7 You still haven't made - as far as I can see you haven't established a
8 prima facie case that she was discharged for reasons prohibited by
9 the Act. Now, you're going in now and trying to knock down what I
10 suspect will be defenses raised by Respondent. But we don't get to
11 that until you've made a prima facie case.

12 Now, when are you going to get around to your prima facie
13 case?

14 MR. LANKER: We submit to the Trial Examiner that the
15 cases are legion which hold that false statements given are part of a
16 prima facie case. I can't cite them to you now, but if I have a few
17 minutes I can cite them to you, that stand for the proposition that an
18 assertion of false, and in this case we will claim conflicting reasons
19 for a discharge, are evidence of illegal motive..

20 TRIAL EXAMINER: I hope you've got more than that.

21 MR. LANKER: We certainly do.

22 TRIAL EXAMINER: Then let's get to it.

23 MR. TINKHAM: Well, I would like to -- I think what
24 Mr. Lanker directs his words to now has to do again with a counter-
25 defense which we might offer.

1 MR. LANKER: No. I --

2 MR. TINKHAM: As far as he knows we might agree that
3 we discriminatorily discharged these people, particularly Irene
4 Lawrence.

5 TRIAL EXAMINER: Would you like to do that now?

6 MR. TINKHAM: Probably not right at this moment.
7 But I renew my motion again to have this witness down off the stand.
8 It's been about another hour since I made the motion -- well, it hasn't,
9 perhaps been that long - well, let's say half an hour, and Mr. Lanker
10 still has, or persists in going beyond his prima facie case, using
11 this witness for things other than the establishment of the same, and
12 I renew my motion she come down.

13 TRIAL EXAMINER: Is this your prima facie case,
14 Mr. Lanker?

15 MR. LANKER: I am --

16 TRIAL EXAMINER: That you're going into now?

17 MR. LANKER: I am asserting to the Trial Examiner
18 that as part of our prima facie case we are asserting that the
19 Respondent has given conflicting reasons for the discharge, not only
20 conflicting but false reasons, and I am showing that they are false.

21 MR. TINKHAM: The Respondent hasn't given any
22 reasons until it comes off the witness stand.

23 MR. LANKER: I submit the reasons given here are
24 reasons given.

25 MR. TINKHAM: That can be used for impeachment.

1 MR. LANKER: Well --

2 TRIAL EXAMINER: Wait a minute. As I understand the
3 law, Respondent can discharge an employee for any reason under the
4 sun as long as it is not to encourage or discourage membership in a
5 labor organization, or because an employee engaged in protective
6 concerted activity.

7 Are we agreed in that?

8 MR. LANKER: Oh, yes.

9 TRIAL EXAMINER: Now, it seems to me that the burden
10 on General Counsel is a positive one, not a negative one. And all
11 you've been doing up to now is proving negatives, that it was not this
12 and not that, and not something else.

13 Now, I don't intend to sit here and have you knock down
14 every possibility so that we're left only with the possibility that she
15 was discharged for a prescribed reason.

16 I would suggest to you that you now get into proving the
17 positive.

18 Let's take five minutes.

19 (Short recess.)

20 TRIAL EXAMINER: On the record.

21 MR. LANKER: Would you mark this 30-A, -B, -C,
22 -D, so forth.

23 (Whereupon, the documents, above
24 referred to, were marked General
25 Counsel's Exhibits Nos. 30-A through
30-T, inclusive, for identification.)

1 TRIAL EXAMINER: Off the record.

2 (Discussion off the record.)

3 TRIAL EXAMINER: On the record.

4 Mr. Lanker.

5 MR. LANKER: Yes. I'll offer General Counsel's

6 Exhibits 30-A through and including 30-T as the documents taken

7 from the personnel file of Irene Lawrence. I understand them to be

8 all such documents from the personnel file.

9 TRIAL EXAMINER: Any objection?

10 MR. TINKHAM: No. I'd like to have the witness on voir

11 dire as to --

12 I have no objection to the documents that are here.

13 TRIAL EXAMINER: You have no objection to those that

14 are here?

15 MR. TINKHAM: Right.

16 TRIAL EXAMINER: Are there others that are not here?

17 MR. TINKHAM: I think so.

18 TRIAL EXAMINER: May I point out that you submitted

19 these papers in answer to a subpoena?

20 MR. TINKHAM: Well, I think they were here just a

21 minute ago is my problem.

22 MR. LANKER: What are you looking for, for example?

23 TRIAL EXAMINER: Off the record.

24 (Discussion off the record.)

25 TRIAL EXAMINER: On the record.

1 MR. LANKER: I offer General Counsel's Exhibit 30-A
2 through -T.

3 MR. TINKHAM: No objection.

4 TRIAL EXAMINER: They are received.

5 (Whereupon, the documents, heretofore
6 marked General Counsel's Exhibits Nos.
7 30-A through 30-T, inclusive, for
8 identification, were received in
9 evidence.)

10 TRIAL EXAMINER: All right. Let's get on, Mr.
11 Lanker.

12 BY MR. LANKER:

13 Q With respect to 30-P, on the first page thereof there
14 purports to be a summarization of your testimony before the
15 Unemployment Compensation Appeals Referee.

16 I'll ask you whether or not that correctly summarizes
17 your testimony.

18 (Document handed to witness.)

19 A This first paragraph?

20 BY MR. LANKER:

21 Q The paragraph which says, "Juanita McGraw", and
22 continuing through that paragraph.

23 MR. TINKHAM: Number One - We'd like to have a
24 substitution on this, all these exhibits, 30-A through -T.

25 MR. LANKER: Well --

MR. TINKHAM: Secondly, I think we have a request in
for the transcript of the proceedings that we're talking about which

1 gives not a summary but a verbal --

2 TRIAL EXAMINER: The question is not barred by the
3 request by the Regional Director for the transcript.

4 MR. TINKHAM: I might think the evidence coming in,
5 sir, is irrelevant.

6 TRIAL EXAMINER: We don't know if it's coming in.
7 The question is not irrelevant.

8 Overruled.

9 A Yes; this is a summary.

10 BY MR. LANKER:

11 Q Is it a correct summary?

12 A Yes.

13 Q Now, did you tell Mr. Bright - Larry Bright on October
14 20th that you wanted Irene Lawrence to report to the office to talk to
15 you?

16 A Not to talk to me, no. I am not sure whether Mr. Berner
17 or myself asked Mr. Bright to bring Irene Lawrence up to the front
18 office.

19 Q This is in the afternoon of October 20th, 1965.

20 A It was shortly after lunch, yes.

21 Q It is most unusual for Mr. Berner to discharge employees,
22 is it not?

23 A Very unusual.

24 Q And it's unusual for you, Mr. Bright and Mr. Berner,
25 for all three in concert go to witness the discharge of an employee,

1 is it not?

2 A Yes, it is.

3 MR. TINKHAM: Well, I would object to that. That
4 assumes that the three of them want to witness the discharge of an
5 employee. I don't think that's in evidence.

6 TRIAL EXAMINER: The question is asked and answered.

7 BY MR. LANKER:

8 Q Had you at the time you told Bright, or someone told
9 Bright to have Irene Lawrence report to the office, had the decision
10 been made at that time to discharge Irene Lawrence?

11 A No, it had not been.

12 Q And did the three of you go out to talk to her concerning
13 reports that you had received about her conduct?

14 A No.

15 Q The three of you went out to discharge her?

16 A The three of us did not go out to discharge her. Mr.
17 Berner discharged her.

18 Q Had you planned to discharge Irene Lawrence because of
19 the reports that you had received concerning her conduct at union
20 meetings?

21 A No.

22 Q Why was it decided that she should come to the office to
23 discuss the reports?

24 A It had been just the night before, I believe, that
25 Mr. Berner came in from out of town, that I discussed with him this

1 racial issue. Mr. Berner wanted to talk to Irene, and try to get this
2 thing hushed and solved.

3 Q And why did the three of you go to the work station of
4 Irene Lawrence on October 20, 1965?

5 A As witnesses.

6 Q Mr. Berner asked you to come?

7 A No, he did not.

8 Q Who asked you to come?

9 A We went of our own accord.

10 Q You went there as witnesses to discharge -- to a discharge?

11 A Yes.

12 Q So you knew before you left the office --

13 MR. TINKHAM: Wait a minute. I'll object. The witness
14 has stated on two other occasions that they did not go to witness the
15 discharge, and he's assuming a fact not in evidence.

16 TRIAL EXAMINER: I overrule the objection.

17 BY MR. LANKER:

18 Q So you went there to witness the discharge, so therefore
19 you knew before you left the office there would be a discharge. Is
20 that correct?

21 A When Irene Lawrence refused to come up to the front
22 office, then Mr. Berner made up his mind to discharge her, not
23 prior to that.

24 Q The point is --

25 A Only before that he had wanted to talk with her, the two of

1 us.

2 Q About reports that had happened at I. U E. meetings?

3 A Yes. Right. About the rumors that were flying around
4 the plant, so forth.

5 Q And --

6 A When she refused to come to the office to talk was when.
7 he went out; he said, "That leaves me no other choice. I've got to go
8 out and discharge her".

9 Q So before he left the office, he said he was going to
10 discharge her.

11 A Yes.

12 Q So your earlier testimony that you didn't know before
13 you left the office that Berner was going to discharge her, that was
14 incorrect.

15 A I didn't say that.

16 Q Now, has there been any Nav-Comm orders received by
17 your company at any time from May, 1965 on?

18 A I'm not qualified to answer that.

19 Q Well, now, you spoke to the employees in memos about
20 Nav-Comm, didn't you?

21 A I spoke, as you referred to it, about Nav-Comm with the
22 instructions of the top management of the company as to when these
23 products of the company were supposedly to be produced, or
24 manufactured. And when commercial products were to be moved out.
25 This was all I know. I don't go into production meetings.

1 us.

2 Q About reports that had happened at I. U E. meetings?

3 A Yes. Right. About the rumors that were flying around
4 the plant, so forth.

5 Q And --

6 A When she refused to come to the office to talk was when
7 he went out; he said, "That leaves me no other choice. I've got to go
8 out and discharge her".

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10 discharge her.

11 A Yes.

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13 you left the office that Berner was going to discharge her, that was
14 incorrect.

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17 your company at any time from May, 1965 on?

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20 Nav-Comm, didn't you?

21 A I spoke, as you referred to it, about Nav-Comm with the
22 instructions of the top management of the company as to when these
23 products of the company were supposedly to be produced, or
24 manufactured. And when commercial products were to be moved out.
25 This was all I know. I don't go into production meetings.

1 Q And what did this top management tell you with respect to
2 Nav-Comm?

3 A Exactly what's in the memo, that commercial products
4 would begin a gradual move and be moved out at such and such a time,
5 and that after the first of the year, I believe, it was anticipated that
6 they would start the production of Nav-Comm.

7 Q And when was this communication, and with whom?

8 A There is a memo to that effect that I believe you have in
9 your possession here on the table. This was posted on the bulletin
10 board with an offer to any of the employees wishing to transfer to the
11 Raleigh installation to make their desires known to the Personnel
12 Department.

13 MR. TINKHAM: Mr. Hearing Examiner, once again I
14 renew my request that this witness come down off the stand pursuant
15 to the scope of the examination going far beyond what it should be.
16 It appears he's anticipating the defense. This witness is no longer
17 testifying about things that were done with respect to individual
18 employees in terms of their discharges. This witness is not now
19 bringing forth any informative evidence to support the Government's
20 case.

21 I renew my request.

22 TRIAL EXAMINER: Well, I'm concerned about another
23 area that under 43(b) you're going into areas of examination which are
24 beyond the scope of this - which are apparently beyond the scope of
25 this witness' authority in her employ with the Respondent, and as I

1 understand 43(b) the examination should be limited to the responsible
2 position of the witness who is called.

3 MR. LANKER: Well, may I be heard on that point, Mr.
4 Examiner?

5 TRIAL EXAMINER: All right.

6 MR. LANKER: I think this witness has testified the first
7 day that in deciding who to lay off it was she who consulted with group
8 leaders and elicited from them a rating. So we submit that her
9 connection with the layoff is not only well within the scope of her
10 authority, but it's well within what she's admitted was her part that she
11 played.

12 So we would certainly think that the alleged relationship
13 which allegedly led to the layoff situation is most relevant and has
14 bearing on the eventual layoff.

15 MR. TINKHAM: I think that's part of our burden.

16 TRIAL EXAMINER: You're proving their defense. Cut
17 the line. Move on to something else.

18 MR. LANKER: Would you mark this as General Counsel's
19 31.

20 (Whereupon, the document, above
21 referred to, was marked General
22 Counsel's Exhibit No. 31 for
23 identification.)

24 MR. LANKER: Did you want to see this?

25 (Document handed to Counsel for Respondent.)

MR. TINKHAM: You subpoenaed this.

1 MR. LANKER: Uh huh.

2 MR. TINKHAM: We have no objection to this going in.

3 MR. LANKER: May it be stipulated that General Counsel's
4 31 for identification is a memo promulgated by Juanita McGraw,
5 Personnel Director, on 10/21/65.

6 And I would offer it together with that proposed
7 stipulation.

8 TRIAL EXAMINER: It's received.

9 (Whereupon, the document, heretofore
10 marked General Counsel's Exhibit
No. 31 for identification, was
received in evidence.)

11 BY MR. LANKER:

12 Q The employees were notified by this memo on 10/21 1965.

13 Was the document posted in the plant --

14 A Yes.

15 Q General Counsel's 31?

16 A Well, I have to see it first.

17 (Document handed to witness.)

18 A (Continued) This was not the only communication to the
19 employees. Mr. Berner also covered the same thing in his speech.

20 BY MR. LANKER:

21 Q Was General Counsel's 31 posted on October 21, 1965?

22 A It was posted the same day I dated it.

23 TRIAL EXAMINER: Y our answer is yes?

24 THE WITNESS: Well --

25

1 (Document shown to witness.)

2 THE WITNESS: Yes.

3 MR. LANKER: Do you have those records you're going
4 to produce now bearing on -- the payroll records?

5 MR. TINKHAM: What request was that?

6 MR. LANKER: The payroll records that I subpoenaed.

7 MR. TINKHAM: Y?

8 MR. LANKER: Well --

9 MR. TINKHAM: The last I knew you were going to have
10 Mr. Gunselman testify the first thing this morning about Y. Our
11 position is they are substantially unavailable.

12 BY MR. LANKER:

13 Q Handing you General Counsel's 11, are there any employees
14 who are on that list whose employment ended before November 12,
15 1965?

16 (Document handed to witness.)

17 A I'd have to go through here name by name and have access
18 to the company records to tell you this. This list was made up as of
19 the 10th of October.

20 TRIAL EXAMINER: What's that got to do with the case,
21 Mr. Lanker?

22 MR. LANKER: I think it's most relevant to the case
23 to establish what group of employees was employed as of the date
24 that there was this selection made, because certain adherent were
25 selected for layoff. And it's part of our prima facie case to establish

1 the group, to establish the union activity of those within the group, and
2 I can't hardly establish it unless I have the total group to start with.
3 And this has been the subject of a subpena. And this witness has
4 testified there are such records available.

5 TRIAL EXAMINER: You have to establish total
6 employment, you say?

7 MR. LANKER: As of the date --

8 TRIAL EXAMINER: As of the date of the selection for
9 the layoff.

10 MR. LANKER: Right; yes, sir.

11 TRIAL EXAMINER: To prove that those who were laid
12 off were laid off for union activities that you have not yet proved.

13 MR. LANKER: Well, perhaps the Trial Examiner would
14 have planned the case differently. It so happens that we cannot prove
15 through any of our witnesses the total number of employees who were
16 then available. The Respondent did not in the course of the
17 investigation give us any affidavit, so we can't establish this any other
18 way than at this time. I can't help it that they didn't tell us, didn't give
19 statements to us and tell us the names of the employees as of November
20 12th are as follows. I'm forced to do it this way.

21 TRIAL EXAMINER: All right.

22 Mrs. McGraw, would you step down, please.

23 (Witness excused.)

24 TRIAL EXAMINER: Mr. Gunselman, take the stand,
25 please.

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Whereupon,

WAYNE H. GUNSELMAN

a witness called by and on behalf of the National
Labor Relations Board, being first duly sworn,
was examined and testified as follows:

TRIAL EXAMINER: Be seated.

Give your full name and address to the Reporter.

THE WITNESS: Wayne H. Gunselman, 5156 Brandenshire
Court.

TRIAL EXAMINER: What is your occupation, Mr.
Gunselman?

THE WITNESS: I'm vice-president of manufacturing for
Regency Electronics, Inc.

TRIAL EXAMINER: Are company records maintained
under your direction?

THE WITNESS: Some company records are maintained
under my direction, yes, sir.

TRIAL EXAMINER: Are payroll records -- Payroll
records are maintained under whose direction?

THE WITNESS: Payroll records are maintained under
the direction of the Accounting Department.

TRIAL EXAMINER: Is the Accounting Department under
your direction?

THE WITNESS: No.

1 TRIAL EXAMINER: Step down, Mr. Gunselman.

2 (Witness excused.)

3 TRIAL EXAMINER: Now, Mr. Tinkham, what other
4 witness would you like us to call to find out about the availability of
5 records?

6 MR. TINKHAM: Mr. Hearing Examiner, Number One,
7 do we not have a list of all of the employees as of November 12 prior
8 to the layoff in the record?

9 TRIAL EXAMINER: No.

10 MR. TINKHAM: What date, do you know?

11 MR. LANKER: As of November 11th, the day before.

12 MR. TINKHAM: Here.

13 (Document handed to Counsel for General Counsel.)

14 MR. LANKER: Well, these --

15 TRIAL EXAMINER: Mrs. McGraw, back on the stand,
16 please.

17 - - -

18 Whereupon,

19 JUANITA MCGRAW

20 resumed the stand, and further testified as follows:

21 TRIAL EXAMINER: May I see that list, please?

22 MR. LANKER: Yes.

23 (Document handed to Trial Examiner.)

24 TRIAL EXAMINER: Off the record.

25 (Discussion off the record.)

1 TRIAL EXAMINER: On the record.

2 Mr. Lanker, are you prepared to proceed on the basis
3 of the list of 10/10?

4 MR. LANKER: Under the circumstances I will proceed.

5 TRIAL EXAMINER: Let's go.

6 MR. LANKER: Would you mark this as General Counsel's
7 32.

8 (Whereupon, the document, above
9 referred to, was marked General
Counsel's Exhibit No. 32 for
10 identification.)

11 DIRECT EXAMINATION (Resumed)

12 BY MR. LANKER:

13 Q I'm handing you what has been marked General Counsel's
14 Exhibit 32 for identification.

15 (Document handed to witness.)

16 BY MR. LANKER:

17 Q Do you recognize this as a list prepared by Regency
18 Electronics purporting to show the seniority dates of the employees?

19 A Yes.

20 Q And in some instances the seniority dates --

21 TRIAL EXAMINER: Put it in.

22 MR. LANKER: I offer General Counsel's 32.

23 MR. TINKHAM: On voir dire.

24 VOIR DIRE

25 BY MR. TINKHAM:

1 Q Mrs. McGraw, did I understand you to say that this is a
2 list that you prepared?

3 A This is a list that I gave to Mr. Wolfe when he was out
4 to the company.

5 MR. TINKHAM: All right.

6 No objection.

7 TRIAL EXAMINER: Received.

8 (Whereupon, the document, heretofore
9 marked General Counsel's Exhibit
10 No. 32 for identification, was received
11 in evidence.)

12 DIRECT EXAMINATION (Resumed)

13 BY MR. LANKER:

14 Q Some of these dates of seniority are from the date of
15 recall of employees from past layoffs. Isn't that correct?

16 A No.

17 MR. TINKHAM: Now, I will object to any reference to
18 seniority, because I believe that there is no testimony in that
19 whatever he's talking about represents seniority. I see something
20 on there about length of service.

21 MR. LANKER: All right.

22 MR. TINKHAM: This doesn't say anything at all about
23 seniority.

24 MR. LANKER: I'll withdraw the question and ask it that
25 way.

26 BY MR. LANKER: ..

1 Q The dates shown as LENGTH OF SERVICE, in some
2 instances, and for some employees, are computed not from the date
3 of the initial hire of that employee, but rather from the date of a
4 recall after a layoff of that particular employee?

5 A I still do not think you're saying what you mean.

6 Q Well, let me ask you this this way: There were some
7 employees who during the period 1949, and so forth, until 1965, during
8 that period some employees were laid off.

9 A Right.

10 Q And some of them were recalled.

11 A Uh huh.

12 Q And in figuring the date, putting down the date on this
13 General Counsel's 32 for LENGTH OF SERVICE, in some instances
14 you have put down instead of the date when the employee was first
15 hired, the date when the employee was recalled from a layoff.

16 A Wrong.

17 TRIAL EXAMINER: Mr. Lanker --

18 A (Continued) A recall.

19 TRIAL EXAMINER: -- are you anticipating --

20 MR. LANKER: We are.

21 TRIAL EXAMINER: -- a defense that the employees were
22 selected on the basis of length of service?

23 MR. LANKER: No. We are establishing part of our
24 prima facie case to show -- We are trying to show as part of our
25 prima facie case that in several respects the selection was bad. We'll

1 show it on a number of I. U. E. adherents versus R. E. I. U. --

2 TRIAL EXAMINER: That, I will permit.

3 MR. LANKER: We'll show it through this seniority.

4 TRIAL EXAMINER: That, I will not permit.

5 You're anticipating a defense. There's no allegation
6 that there is any seniority basis for layoff, promotion, recall from
7 layoff in the company's operation.

8 MR. LANKER: Well, perhaps I did get the cart before
9 the horse.

10 Maybe perhaps I can prove it now.

11 MR. TINKHAM: Mr. Hearing Examiner, I'd like to
12 renew my motion I've made several times about 43(b). And in
13 addition to everything else this witness has now been on the witness
14 stand from 9:30 this morning, and I think it's a bit unreasonable to
15 anticipate someone should stay on the witness stand all day.

16 TRIAL EXAMINER: I've known witnesses to be on the
17 stand for several days, sir.

18 MR. TINKHAM: Particularly in light of the fact that I
19 believe we're once again in the area where we're beyond the 43(b)
20 scope.

21 TRIAL EXAMINER: When we get into the area of
22 selection for layoff I think this is legitimate 43(b) examination. This
23 would be something the Personnel Director would be directly
24 involved in, though not in receipt of Nav-Comm orders.

25 Carry on. Move on.

1 MR. LANKER: Would you mark this General Counsel's
2 Exhibit 33.

3 (Whereupon, the document, above
4 referred to, was marked General
5 Counsel's Exhibit No. 33 for
6 identification.)

7 MR. LANKER: Did you wish to see this?

8 (Document shown to Counsel for Respondent.)

9 MR. TINKHAM: No.

10 BY MR. LANKER:

11 Q I have handed you General Counsel's 33 for identification.
12 (Document handed to witness.)

13 BY MR. LANKER:

14 Q Do you recognize this as the termination notice which you
15 gave to the laid-off employees November 12, 1965?

16 A Uh huh.

17 MR. LANKER: I'll offer General Counsel's 33 into
18 evidence.

19 MR. TINKHAM: No objection.

20 TRIAL EXAMINER: Received.

21 (Whereupon, the document, heretofore
22 marked General Counsel's Exhibit No.
23 33 for identification, was received in
24 evidence.)

25 MR. LANKER: In response to your earlier inquiry, I
did get the cart before the horse. This document, as you can see,
does mention as a factor, length of service.

TRIAL EXAMINER: Yes, it does.

1 All right, Mr. Lanker.

2 MR. LANKER: I had planned to offer at this point the
3 subpoenaed payroll records to show the wage rates of all the
4 employees in the plants as bearing on the validity of selection, but
5 those have not been produced by Respondent, so I'll ask for those at
6 a later date, a later time.

7 I'd like to know when those will be produced, so I --

8 MR. TINKHAM: May we go off the record?

9 Specifically --

10 TRIAL EXAMINER: Off the record.

11 (Discussion off the record.)

12 TRIAL EXAMINER: On the record.

13 The Respondent's petition to revoke General Counsel's
14 subpoena as to Section Y is denied. Respondent is directed to produce
15 the payroll records.

16 Go on, Mr. Lanker.

17 MR. LANKER: Would you mark this as General
18 Counsel's 34.

19 (Whereupon, the document, above
20 referred to, was marked General
21 Counsel's Exhibit No. 34 for
identification.)

22 (Document handed to Counsel for Respondent.)

23 BY MR. LANKER:

24 Q I hand you what has been marked for identification as
25 General Counsel's 34.

1 (Document handed to witness.)

2 BY MR. LANKER:

3 Q Do you recognize this as the signature of Mr. Tinkham?

4 A I can't read it, so it must be his.

5 Q You received other letters from him?

6 TRIAL EXAMINER: Perhaps you can stipulate.

7 A No, I never received any letters from him.

8 MR. LANKER: Would you stipulate this is your
9 signature, Mr. Tinkham?

10 MR. TINKHAM: On that?

11 MR. LANKER: On General Counsel's 34.

12 MR. TINKHAM: Right.

13 MR. LANKER: Thank you.

14 MR. TINKHAM: I can't read it either.

15 BY MR. LANKER:

16 Q Now, do you have any explanation for the statement in
17 Mr. Tinkham's --

18 MR. TINKHAM: If this is now being offered, which I
19 assume that it is, we will object to it. And our objection is couched
20 in terms of the fact that this was a letter written to the Regional
21 Director by myself in my capacity as an attorney suggesting an area
22 for compromise of our difficulties, and that all the matters in that
23 letter relate to this matter, that is in offering compromise, and it has
24 no bearing whatsoever upon any of the issues in this case, and it
25 particularly has no bearing on Mrs. McGraw's testimony because

1 she did not write the letter. I wrote the letter.

2 TRIAL EXAMINER: Well, Mr. Lanker, if that's an
3 offer of compromise, whether it bears on the case or not it's not
4 admissible in evidence.

5 MR. LANKER: Well, I'd like to look it over on the
6 contention that it's an offer of compromise.

7 I'm not so sure that it is an offer of compromise, Mr.
8 Examiner. I would certainly like to -- I'd like a ruling of the
9 Trial Examiner after examination of the document in camera as to
10 whether or not it is an offer of compromise. I don't think it is. I
11 think it's a statement that has been rejected.

12 (Document handed to Trial Examiner.)

13 TRIAL EXAMINER: Do you want me to examine this in
14 camera and come up with a ruling?

15 MR. TINKHAM: Well, I guess that's the only alternative
16 we have. It was a letter intended by me as an offer of compromise,
17 and the matters therein are directly related to that possibility.

18 TRIAL EXAMINER: I'll read the letter and give a ruling
19 on that basis - that's GC 34.

20 I have read this letter in question, and I do not view it
21 as an offer to settle or to compromise the issues involved in this
22 case.

23 MR. TINKHAM: Well, then -- excuse me.

24 TRIAL EXAMINER: However, I don't know for what
25 purpose it would be admissible.

1 MR. LANKER: It's admissible as an admission of an
2 agent, or admissions against interest of the Respondent.

3 MR. TINKHAM: Mr. Hearing Examiner, it's signed by
4 the law firm of Briggs, Berner, Sommer & Tinkham by myself, not
5 on behalf of anyone. I'm not a competent witness to testify through
6 this letter or on that witness stand as to transactions except those
7 with which I might have been intimately engaged. I think it's just
8 irrelevant to anything that's before this hearing.

9 TRIAL EXAMINER: I'm going to reject it.

10 (Whereupon, the document, heretofore
11 marked General Counsel's Exhibit No.
34 for identification, was rejected.)

12 MR. LANKER: May it be included in the rejected exhibit
13 file, sir?

14 TRIAL EXAMINER: Yes, sir.

15 MR. LANKER: Could I ask the witness on an oral offer
16 of proof a question on a particular point in the letter, on an offer of
17 proof?

18 TRIAL EXAMINER: Well, let me say this, Mr. Lanker,
19 if there are statements in this letter that you want to prove, prove
20 them independently of the letter. You don't need the letter to examine
21 the witness as to material that's contained in the letter.

22 BY MR. LANKER:

23 Q Now --

24 TRIAL EXAMINER: For example, I'd like to ask the
25 witness -

1 Has any of the commercial production been returned from
2 Raleigh, North Carolina to Indianapolis?

3 THE WITNESS: I don't know. It hadn't been prior to my
4 last date of employment.

5 TRIAL EXAMINER: You're a consultant. In your
6 consultant capacity.

7 THE WITNESS: In my consultant capacity I do not get
8 involved in production.

9 TRIAL EXAMINER: Do you get involved in hiring?

10 THE WITNESS: No.

11 TRIAL EXAMINER: Just what do you do as a consultant?

12 THE WITNESS: Consulting only. Right now the main
13 purpose of my being a consultant is to assist in the Personnel
14 Department on training the people that are in there right now.

15 TRIAL EXAMINER: What are you training them to do?

16 THE WITNESS: I'm training them as to the procedures
17 in the systems I had set up before I left. No one was familiar with
18 them.

19 TRIAL EXAMINER: And what do those systems involve?

20 THE WITNESS: It involves a very complex setup for
21 progress reviews, policies of the company that were unfinished,
22 an employee handbook that was unfinished, insurance programs,
23 the company insurance is very detailed, acquainting them with the
24 procedures of how to handle people.

25 TRIAL EXAMINER: The evaluation which was used prior

1 to the layoff to determine whether individual employees were capable
2 of working on the avionic product, was that a haphazard evaluation or
3 was there a printed procedure which was followed, a test form,
4 questions and answers?

5 THE WITNESS: There was not a printed procedure, no;
6 and neither would I consider it haphazard.

7 MR. TINKHAM: Mr. Hearing Officer, if I might inject,
8 to assist you at this point -

9 TRIAL EXAMINER: No; don't.

10 MR. TINKHAM: Well, there's a document here that --

11 TRIAL EXAMINER: I want to hear this witness.

12 Go on.

13 THE WITNESS: The points listed in the termination
14 notice are the points that each person was rated by length of service,
15 attitude, quality, quantity of work.

16 TRIAL EXAMINER: Well, how did you rate quality?

17 THE WITNESS: Quality was more or less -- well, first
18 of all the group leader knows when the quality of an individual is down
19 from the number of rejects she gets from her inspectors, and the
20 number of units that have to go to the repair people.

21 Our line is composed of certain positions, and the group
22 leader knows which girls are on those positions because she has
23 assigned them there.

24 TRIAL EXAMINER: What I'm driving at is this: you had
25 people who are working on commercial products, whatever they may

1 have been. Based on your evaluation of these people's ability you
2 determined whether they were qualified to work on avionics products.
3 Is that correct?

4 THE WITNESS: I didn't, no.

5 TRIAL EXAMINER: The company, then, did it not?

6 THE WITNESS: Yes.

7 TRIAL EXAMINER: And you were part and parcel of
8 the selective process, were you not?

9 THE WITNESS: I guess I was an instrument, yes.

10 TRIAL EXAMINER: Now, what objective standards were
11 used to make that determination?

12 THE WITNESS: Absenteeism played a very important
13 part in it; a person's flexibility played a very important part in it.

14 TRIAL EXAMINER: Physical or emotional?

15 THE WITNESS: Both.

16 Flexibility in their ability to perform more than one task,
17 and be able to be utilized in one or more areas.

18 TRIAL EXAMINER: Go on.

19 THE WITNESS: Length of service was taken into it to
20 some degree, but it was not any final basis by any means.

21 Well, basically that's about it.

22 TRIAL EXAMINER: All right. Now, were these
23 reduced to any - good, bad, excellent - as to any one or more of
24 the -- did you fill out a form for each of these employees, did you
25 write a report for each of these employees based on your interview

1 with the individual supervisor?

2 THE WITNESS: The individual supervisor - The foreman
3 is on that sheet, and then the group leaders.

4 MR. TINKHAM: Might I had the witness this document?
5 (Document handed to witness.)

6 MR. TINKHAM: Perhaps we'd better have this marked .
7 for identification.

8 TRIAL EXAMINER: You can mark that Trial Examiner's
9 2.

10 (Whereupon, the document, above
11 referred to, was marked Trial
12 Examiner's Exhibit No. 2 for
13 identification.)

14 MR. LANKER: Trial Examiner's Exhibit 2 in four
15 parts.

16 MR. TINKHAM: Oh - We would ask for substitution.

17 TRIAL EXAMINER: Granted.

18 MR. LANKER: Do you mind if I look over your shoulder
19 while you're asking?

20 TRIAL EXAMINER: Taking the third name on the list
21 here, Harriett R. Swallow; length of service, 3/17/51; an inspector;
22 shows her absenteeism in '64 and '65; group leaders' ratings 1, 2, 3,
23 4, 5, 6. Under 1, there's a B, and under 5 there is a B; foreman's
24 rating was CB; quality control rating was C; overall rating was 3; and
25 the disposition was to retain.

Now, under the group leader's ratings, column 1, B.

1 What does that B mean?

2 THE WITNESS: They were asked to rate these people
3 by an A, B, C, D method, taking into consideration the points that I
4 mentioned a while ago, with A being a very excellent employee, B
5 being good, C average, and D very unsatisfactory.

6 This was then converted into a point system or point
7 grading with 4 being A, 3 being B, 2 being C, and 1 being D.

8 TRIAL EXAMINER: 4 was equivalent to an A student,
9 then.

10 THE WITNESS: Yes, sir.

11 TRIAL EXAMINER: Now, between November -- based
12 on these ratings it was determined that an employee was capable of
13 working on the avionics production --

14 THE WITNESS: Had the capabilities.

15 TRIAL EXAMINER: Had the capabilities.

16 THE WITNESS: Yes.

17 TRIAL EXAMINER: All right. Now, have employees
18 been hired since November 12, 1965?

19 THE WITNESS: Not until January 31st.

20 TRIAL EXAMINER: There was no -- no new employee was
21 hired.

22 THE WITNESS: No.

23 TRIAL EXAMINER: So employees were hired after
24 January 31, 1966 --

25 THE WITNESS: Right.

1 TRIAL EXAMINER: -- new employees.

2 THE WITNESS: Uh huh.

3 TRIAL EXAMINER: After a trial period were any of the
4 new employees rated in the same manner as the employees were rated
5 prior to the layoff of November, 1965?

6 THE WITNESS: In a similar manner. There is a rating
7 sheet there, and I believe the new employees have rating sheets
8 there.

9 TRIAL EXAMINER. Go on.

10 THE WITNESS: Yes, they were rated, only under a little
11 bit different -- strike that -- it's a little more detailed.

12 TRIAL EXAMINER: There's an individual rating sheet
13 for each of the new employees?

14 THE WITNESS: Yes. There was some that didn't make it
15 and had to be released.

16 TRIAL EXAMINER: All right.

17 Go on, Mr. Lanker.

18 BY MR. LANKER:

19 Q Mary Perdue asked to be laid off, didn't she?

20 A Yes, she did.

21 Q And you complied with her request?

22 A I complied with her request, because I felt she had a very
23 good one.

24 MR. TINKHAM: Has Trial Examiner's 2 been accepted
25 in evidence?

1 TRIAL EXAMINER: I receive it.

2 (Whereupon, the document, heretofore
3 marked Trial Examiner's Exhibit No.
4 2 for identification, was received in
5 evidence.)

6 BY MR. LANKER:

7 Q Now, the employees who were laid off on November 12th,
8 1965 with the exception of Dorothy Daugherty were all working at the
9 time they were laid off at the 7900 Pendleton Pike plant. Is that
10 correct?

11 A No. There were two laid off in the avionics department.
12 Imogene Farnham and Dorothy Daugherty.

13 Q And Dorothy Daugherty?

14 A Yes.

15 Q With the exception of those two, all the others laid off
16 on November 12, 1965 were at the time of their layoff working at
17 7900 Pendleton Pike.

18 A Right.

19 Q And those two employees, Dorothy Daugherty and Imogene
20 Farnham, were they doing avionics work at the avionics plant?

21 A They were doing subassembly work, which was not a
22 qualified Class A work under avionics.

23 Q But it was for avionics work.

24 A Yes.

25 Q Was it on a product which was an avionics product?

A Yes.

1 Q And were there other persons besides those two who did
2 this subassembly work for the avionics product at the time, November,
3 1965?

4 A There may have been, I don't know.

5 Q And the male employees, with the exception of those
6 that were maintenance men and worked back and forth at both plants,
7 with the exception of those, the male production and maintenance
8 employees were all over at the Franklin Road or the avionics plant.
9 Is this correct?

10 A Yes.

11 Q With the exception of Montague and Bright, the
12 supervisors.

13 A No. There were testers and the shipping people.

14 Q Well, who were your testers, for example, do you know,
15 in November, at the time you made your layoff, can you tell from the
16 list, or will that show?

17 A That does not show any men, because there were no men
18 laid off.

19 I think I can name them.

20 Q Well, let's look at this list here. Maybe this will help
21 you. If I can find the list of --

22 TRIAL EXAMINER: Which one do you want, Mr.
23 Lanker?

24 MR. LANKER: This one right here.

25 BY MR. LANKER:

1 Q Showing you General Counsel's 13 --

2 (Document handed to witness.)

3 A No; this one wouldn't show it. You've got the wrong one.

4 BY MR. LANKER:

5 Q Doesn't that show the classification?

6 A Get the one that's dated 10/10/65.

7 (Document handed to witness.)

8 A (Continued) Okay.

9 David Anderson; he's a multilith operator.

10 BY MR. LANKER:

11 Q He's over --

12 A The Pendleton Pike address.

13 Q Yes.

14 A William Beeler, Neal Benson, were testers.

15 Q And they worked at which plant?

16 A All of these that I'm naming are at the 7900 Pendleton
17 Pike address.

18 William Bundy was a truck driver; Bob Claycomb, a
19 tester; John Colwell was test equipment maintenance; Bob Frederick,
20 technician; we had a couple girls that were testers - Ann Hall --

21 Q Well, these men that you are now naming were employed
22 at 7900 Pendleton Pike.

23 A Yes; right.

24 Offhand I would say there probably were about ten or
25 twelve of them.

1 Q Can you go through the list, continuing, and tell us
2 which of the other men were employed at 7900 Pendleton Pike.

3 A Well, keep in mind your maintenance and janitorial
4 force --

5 Q The janitor was part of the maintenance force?

6 A Yes.

7 Q So that did he go back and forth between the two plants?

8 A Harvell Harlson, he went back and forth.

9 Q And if there's any other janitor, he also went back and
10 forth.

11 A Right.

12 Q For instance, Robert Horton.

13 A Uh huh.

14 Stock Room - Oh, he was over at the other building
15 anyway.

16 Q You're referring to Kendall. He was not at the 7900
17 Pendleton Pike.

18 A No. He's over at the other one.

19 Betty Kiphart was a tester; Sam Layton - Model Maker.

20 Q He was over at 7900?

21 A Yes.

22 Harry Neff, tester; Maurice Pipes, shipping clerk; Glen
23 Pulis, tester; Randy Reed, tester; Louis Schonegg, technician; Roger
24 Schultz, technician; Leland Smiley, tester.

25 Q Charles Smith was one of those employees that worked at

1 both places?

2 A If he was a janitor, yes. I think he was.

3 Paul Stewart, tester; Jack Tharp, tester -- I beg your
4 pardon, he and Leland Smiley both were testers over at the avionics
5 division. And Richard Vaughn, tester; Ray Warren, tester.

6 That's it.

7 Q These two testers from the avionics plant, they made
8 the same wage rate as the testers at 7900 Pendleton Pike?

9 A I couldn't answer that unless I saw the records.

10 Q Now, were there any femal employees at Franklin Road
11 as of November 11th, 1965 other than this Imogene Farnham and
12 Dorothy Daugherty, were there any other women over there at
13 Franklin Road?

14 A There were twelve to fourteen women in the avionics
15 division. They were two of this division.

16 Q Of what division?

17 A You asked if there were any others, other than t bse two
18 in the avionics division, didn't you?

19 Q And there were twelve all told?

20 A Twelve to fourteen.

21 TRIAL EXAMINER: Let's take five.

22 (Short recess.)

23 TRIAL EXAMINER: On the record.

24 Under absenteeism, 1964, and 1965, there are two items -
25 one, hours, and the other, times.

1 THE WITNESS: Right.

2 TRIAL EXAMINER: Do the hours include all the hours
3 that an employee was not at work?

4 THE WITNESS: Yes.

5 TRIAL EXAMINER: Does it include illness?

6 THE WITNESS: Right.

7 TRIAL EXAMINER: Excused absences?

8 THE WITNESS: Excused other than vacation time or
9 holidays.

10 TRIAL EXAMINER: They're not charged under
11 absenteeism, vacation time or holidays?

12 THE WITNESS: No.

13 TRIAL EXAMINER: So that for an employee, for
14 example, who was absent 293-1/2 hours, that might have included
15 pregnancy, or an automobile accident, or just goofing off.

16 THE WITNESS: Yes.

17 TRIAL EXAMINER: And where it says time, does that
18 mean -- just what does it mean?

19 THE WITNESS: Individual times. In other words to an
20 employer the number of times an employee is absent actually is
21 more important than the number of hours. For instance, let's say
22 you had an office girl, that she was absent one time for a continuing
23 illness of several weeks. Well, this is usually easy to remedy. In
24 other words, you can make adjustments for this by hiring a temporary
25 person, or some such nature.

1 But you would have problems with the individual that
2 would be absent on a Monday, every Friday, or twice during a week.
3 These are individual times.

4 Am I making myself clear?

5 TRIAL EXAMINER: Yes, you are.

6 You have, for example, under one employee a figure of
7 125.3 hours. Do those include latenesses as well as absences?

8 THE WITNESS: Yes.

9 TRIAL EXAMINER: And the number of hours includes
10 both absences and latenesses.

11 THE WITNESS: That's right.

12 TRIAL EXAMINER: Whether they were excused or
13 not excused.

14 THE WITNESS: Uh huh.

15 TRIAL EXAMINER: Now, some of these figures shown
16 for times under absenteeism are circled.

17 THE WITNESS: I believe I --

18 TRIAL EXAMINER: Who did that, and why?

19 THE WITNESS: I did that because - just as a yardstick
20 more or less. I considered anything - fifteen or over excessive in
21 the number of times.

22 TRIAL EXAMINER: Well, certain of these figures are
23 not -- 17 is not circled, 24 is not circled, 17 again.

24 THE WITNESS: In 1964?

25 TRIAL EXAMINER: Yes.

1 THE WITNESS: I didn't encircle 1964; just '65.

2 TRIAL EXAMINER: Now, you say that the letter rating
3 which was given by the group leaders and the foreman and the Quality
4 Control lady, these were the individual subjective judgments of the
5 grading supervisor. Is that right, is that correct?

6 THE WITNESS: The group leaders and the foreman and
7 Quality Control, yes.

8 TRIAL EXAMINER: That was subjective; they had no
9 yardstick to measure against?

10 THE WITNESS: I had a piece of paper where I had
11 written out, that was used for everybody, on the points to consider
12 each person by, such as your flexibility, quality, quantity, attitude.

13 I told them not to take into consideration absenteeism
14 or length of service because we had that on record anyway.

15 TRIAL EXAMINER: Now, this was - again I say this
16 was the subjective rating of the supervisor.

17 THE WITNESS: Right.

18 TRIAL EXAMINER: And the overall rating, who gave
19 that?

20 THE WITNESS: I compiled that from the various ratings
21 across.

22 TRIAL EXAMINER: And so the only objective rating
23 you had in here to utilize in your overall rating was the absentee
24 rating.

25 THE WITNESS: That's the only one I could use, yes.

1 TRIAL EXAMINER: No other questions.

2 BY MR. LANKER:

3 Q Can you identify on General Counsel's 11 those twelve to
4 fourteen employees who were employed as of November 11th, 1965 at
5 the avionics plant?

6 (Document handed to witness.)

7 TRIAL EXAMINER: Would you read that question back,
8 please?

9 (Question read.)

10 MR. LANKER: Correct that, please, to female
11 employees.

12 A Okay. Vivian Cork, repair girl --

13 Do you want me to read their classifications?

14 BY MR. LANKER:

15 Q No; just their name, please.

16 A All right.

17 Dorothy Daugherty; Alice Estrada; Imogene Farnham;
18 Audrey Graves; Clara J. Helton; Irene Hemingway; Lila Martin;
19 Susan Martin; Lucille Moore; Shirley Sloan; Ruth J. Vaughn; Betty
20 Weaver; Virginia White.

21 Q Are they the ones to the best of your knowledge who on
22 November 11th were employed at the Franklin Road avionics plant?

23 A Yes.

24 Q Now, those people whom you've now named, these
25 female employees, is it true that they were doing work on avionics

1 products?

2 MR. TINKHAM: Mr. Trial Examiner, may we interject
3 here? This is out of order, but I believe the witness perhaps missed
4 one employee who was also there.

5 TRIAL EXAMINER: All right.

6 MR. LANKER: Go ahead and suggest it.

7 MR. TINKHAM: Was Vivian Cork also there?

8 THE WITNESS: I named Vivian Cork.

9 MR. LANKER: Vivian Cork was the first one she named.

10 TRIAL EXAMINER: Sorry about that.

11 MR. TINKHAM: Strike the suggestion.

12 THE WITNESS: I could have missed some; I don't know.

13 MR. LANKER: No; she named Cork.

14 BY MR. LANKER:

15 Q As to those females, as of November 11th, were they
16 doing avionics work on avionics products at the avionics plant?

17 A As far as I know, they were.

18 Q And is it true that -- I notice that a large number of
19 these were classified as expert line assemblers, the ones you read
20 off.

21 A Yes.

22 Q And they were paid based upon the same wage scale
23 rating as an expert line assembler over at 7900 Pendleton Pike?

24 A Yes.

25 Q Isn't this true?

1 A That's right.

2 Q And you paid according to skill. Right?

3 A Yes.

4 Q So if a skilled employee at Regency Electronics, 7900
5 Pendleton Pike merited a certain wage rate, that would be the same
6 wage rate --

7 MR. LANKER: Withdraw the question.

8 BY MR. LANKER:

9 Q So that an employee was paid according to his skill,
10 whether he worked at the plant at 7900 Pendleton Pike or whether he
11 or she worked at the plant called the avionics plant.

12 A Yes.

13 Q You transferred on numerous occasions, did you not --

14 MR. LANKER: Strike the question.

15 BY MR. LANKER:

16 Q There were occasions when employees were utilized
17 from the plant at 7900 Pendleton Pike to do work on avionics products
18 at the Franklin Road plant.

19 A I don't believe this is true.

20 Q You know of no occasions when during the summer, or
21 sickness, or holidays, or vacations, rather, that employees were
22 temporarily transferred from the 7900 Pendleton Pike plant to do work
23 at the Franklin Road plant?

24 A None that I know of.

25 Q But it could have happened, couldn't it?

1 A I think I know what you're referring to.

2 TRIAL EXAMINER: I sustain the objection.

3 BY MR. LANKER:

4 Q So an expert line assembler at 7900 Pendleton Pike would
5 be no more skilled than an expert line assembler at --

6 MR. TINKHAM: I think we've been all over this back and
7 forth, Mr. Trial Examiner.

8 MR. LANKER: I withdraw the question.

9 TRIAL EXAMINER: Thank you.

10 Do you have much more with this witness, Mr. Lanker?

11 MR. LANKER: I would say I'm moving along pretty well.

12 I do have some more, yes. I can't really tell you how long it will
13 take.

14 Would you mark this as General Counsel's 35.

15 (Whereupon, the document, above
16 referred to, was marked General
17 Counsel's Exhibit No. 35 for
identification.)

18 MR. LANKER: I would propose it be stipulated by and
19 between the parties that what has been marked as General Counsel's
20 35 for identification is a Form 501 prepared with respect to Dorothy
21 Daugherty which bears the signature of Mrs. McGraw; that it was
22 issued on the date shown thereon; and that with the exception of the
23 name and address, that identical forms were sent to each of the
24 laid-off employees, and were issued the same date as shown on
25 Dorothy Daugherty's.

1 And with that proposed stipulation I would offer General
2 Counsel's 35 into evidence.

3 MR. TINKHAM: We're not going to stipulate.

4 MR. LANKER: Well, then, I might as well as questions
5 about it.

6 TRIAL EXAMINER: You're not going to stipulate this is
7 a --

8 MR. TINKHAM: The stipulation contained -- For two
9 reasons:

10 Number One - The stipulation contained some reference
11 to all other employees, that all other employees were issued similar
12 reports, and I don't know if that's true or not. If you have --

13 TRIAL EXAMINER: Pursuant to the subpoena did you
14 turn over to Counsel for General Counsel a blank form, a model
15 Form 501?

16 MR. TINKHAM: Right.

17 TRIAL EXAMINER: And is that identical to this Form
18 501, other than I think the name of the employee named herein?

19 MR. TINKHAM: Does the stipulation read as of the
20 date issued, 11/12/65?

21 MR. LANKER: Yes. Oh, I see the problem. As to the
22 two --

23 MR. TINKHAM: Right.

24 MR. LANKER: I'll withdraw the stipulation.

25 MR. TINKHAM: The only other objection we have,

1 Mr. Hearing Examiner, would be that this again raises the question of
2 our ability to produce records of this nature by virtue of the statute.

3 TRIAL EXAMINER: They're here and I'm going to read
4 them.

5 BY MR. LANKER:

6 Q With the exception of Norma Dupre and Sandra Shelton
7 isn't it a fact that documents like General Counsel's 35, except for
8 the name and the address of the employee, were mailed to each
9 laid-off employee with the same issue date, November 12, 1965, and
10 were signed by yourself?

11 (Document handed to witness.)

12 A No; this is not true. Those employees that were on
13 leave of absence, some of them were on maternity leave and some of
14 them were on medical leaves.

15 In this box here where it says REASON FOR
16 UNEMPLOYMENT, we put in there "No work available; eligible after
17 release from doctor".

18 BY MR. LANKER:

19 Q You sent those on Norma Dupre, Sandra Shelton, and
20 who else?

21 A They were supposed to be sent on all leave of absence
22 employees.

23 Q Well, there was only one other, wasn't there?

24 A No; there were five, I believe.

25 Q Would Ruby Vaughn, Pat Fox, Norma Dupre and Sandra

1 Shelton encompass all of the group who were on pregnancy or other
2 sick leave as of the time, November 12th, 1965?

3 A Let's see --

4 TRIAL EXAMINER: Repeat those names.

5 A (Continued) Name those off again.

6 BY MR. LANKER:

7 Q Pat Fox, Sandra Shelton, Norma Dupre, Ruby Vaughn.

8 A There's another girl, Lucille Crum.

9 Q Are those --

10 A Yes. Five.

11 Q Yes. So those were sent to the ones you testified a
12 minute ago.

13 A Right. Because they would not have been eligible to
14 apply for unemployment compensation until after such time as
15 they were released from the doctors.

16 Q But they were nonetheless in effect terminated or
17 permanently laid off by you as of November 12th, 1965.

18 A That's right.

19 Q And none of the people who were laid off on November
20 12th, 1965 have been recalled or offered recall by your company at
21 any time, have they?

22 A I wouldn't know of that. Not before I left.

23 Q And with the exception of those employees who you
24 testified were on leave status as of November 12, every other employee
25 who was laid off November 12, 1965 was sent a document identical to

1 General Counsel's 35 except for the name.

2 A Right.

3 Q And address of the employee.

4 A Right.

5 MR. LANKER: Would you mark this General Counsel's

6 36.

7 (Whereupon, the document, above
8 referred to, was marked General
Counsel's Exhibit No. 36 for
identification.)

9 TRIAL EXAMINER: Offered and received.

10 35 was offered and received.

11 (Whereupon, the documents, heretofore
12 marked General Counsel's Exhibits Nos.
13 35 and 36 for identification, were
received in evidence.)

14 BY MR. LANKER:

15 Q I'm handing you now what has been marked for
16 identification as General Counsel's 36.

17 (Document handed to witness.)

18 BY MR. LANKER:

19 Q Did you promulgate this?

20 A I wrote part of this and so did Mr. Gunselman.

21 Q And was this distributed to all employees?

22 A Yes, it was.

23 Q Including laid-off employees?

24 A No.

25 Q So it was given only to those employees who were employed

1 as of November 12, 1965 who were not selected for layoff on that date.

2 A Right.

3 Q And this includes employees at both 7900 Pendleton

4 Pike and those at the Franklin Road plant. Is this correct?

5 A That's right.

6 MR. LANKER: I'll offer General Counsel's --

7 MR. TINKHAM: In.

8 TRIAL EXAMINER: Sir?

9 MR. TINKHAM: It can go in; no problem.

10 TRIAL EXAMINER: Thank you, sir.

11 It is received.

12 Mrs. McGraw, who wrote paragraph 4 of this document?

13 (Document handed to witness.)

14 THE WITNESS: Mr. Gunselman wrote the first four
15 paragraphs; I wrote the last two.

16 TRIAL EXAMINER: Thank you.

17 BY MR. LANKER:

18 Q And this was given, I believe you said on November 12,
19 1965?

20 A This was put in the pay envelopes that they received
21 November 12th.

22 Q Thank you.

23 Now, you mentioned here that employees had been
24 reviewed as to attitude in General Counsel's 36.

25 (Document handed to witness.)

1 A I didn't state anything different here than I did in the
2 termination notice. I think it's word for word.

3 BY MR. LANKER:

4 Q You talk, or this memo talks - General Counsel's 36
5 talks of satisfaction of employment at Regency. Were any of the
6 retained employees rated on that factor?

7 A No, they were not.

8 Q In the third paragraph of General Counsel's 36 it is
9 recited that quality workmanship is more a mental process than an
10 actual physical effort.

11 Were employees rated on mental process, those that
12 were laid off?

13 A No, I don't think anyone at the company would be
14 qualified to rate anyone on a mental process. We have no
15 psychologist as such..

16 Q What were you referring to as to satisfaction of
17 employment at Regency?

18 A As I said a while ago, I didn't write that.

19 MR. TINKHAM: That's Mr. Gunselman's paragraph.

20 TRIAL EXAMINER: That's Mr. Gunselman's paragraph.

21 BY MR. LANKER:

22 Q You don't know what the reference was?

23 A I didn't ask him to explain what he wrote, no.

24 Q Were there some employees who were retained who were
25 unsatisfied with employment at Regency?

1 MR. TINKHAM: I'll object.

2 TRIAL EXAMINER: I sustain the objection.

3 MR. LANKER: Would you mark this as General Counsel's

4 37.

5 (Whereupon, the document, above
6 referred to, was marked General
7 Counsel's Exhibit No. 37 for
8 identification.)

9 TRIAL EXAMINER: Off the record.

10 (Discussion off the record.)

11 TRIAL EXAMINER: On the record.

12 BY MR. LANKER:

13 Q I'm handing you now what has been marked for
14 identification as General Counsel's 37. I assume this was prepared
15 by you, and --

16 MR. TINKHAM: It can come in.

17 MR. LANKER: All right. May it be stipulated this was
18 prepared by Juanita McGraw on November 17, 1965, and was sent through
19 the mails, United States mails to all employees on General Counsel's
20 Exhibit 11 in evidence?

21 TRIAL EXAMINER: This was sent to all employees on
22 General Counsel's 11 or General Counsel's 13?

23 MR. LANKER: General Counsel's 13. Thank you.

24 TRIAL EXAMINER: It's accepted -- it's received.

25 (Whereupon, the document, heretofore
marked General Counsel's Exhibit No.
37 for identification, was received.)

1 MR. TINKHAM: What is - the document or the
2 stipulation? We agree the document can come in. There's no problem.

3 TRIAL EXAMINER: Both the stipulation and the letter.

4 MR. TINKHAM: But I don't --

5 May we go off the record for a minute?

6 TRIAL EXAMINER: Off the record.

7 (Discussion off the record.)

8 TRIAL EXAMINER On the record.

9 MR. LANKER: I would like to propose an amendment to
10 the proposed stipulation that where the reference was to all employees
11 on General Counsel's 13, strike that and substitute that for the words
12 "all laid-off employees".

13 TRIAL EXAMINER: It's all right with me.

14 MR. TINKHAM: Involved in permanent layoff on November
15 12, 1965.

16 MR. LANKER: Yes.

17 So with the proposed stipulation --

18 THE WITNESS: May I say something?

19 TRIAL EXAMINER: Can you say that it was sent to the
20 employees as captioned on the document, itself?

21 MR. LANKER: I will propose that stipulation.

22 THE WITNESS: These were all that were - with the
23 exceptions of the ones that were on leaves of absence; they weren't
24 available to go to work anywhere else.

25 MR. TINKHAM: All right.

1 MR. LANKER: All right. Fine.

2 (Whereupon, the document, heretofore
3 marked General Counsel's Exhibit No.
4 37 for identification, was received in
5 evidence.)

6 TRIAL EXAMINER: Now, let's move forward.

7 MR. LANKER: 38.

8 (Whereupon, the document, above
9 referred to, was marked General
10 Counsel's Exhibit No. 38 for
11 identification.)

12 TRIAL EXAMINER: What's this got to do with the case?

13 MR. LANKER: I intend to ask her some questions to
14 preliminary to some questions with respect to it.

15 TRIAL EXAMINER: Go ahead.

16 BY MR. LANKER:

17 Q I hand you what has been marked as General Counsel's
18 38.

19 (Document handed to witness.)

20 BY MR. LANKER:

21 Q Is this a document or letter prepared by you and sent by
22 you on November 17, 1965 to the addressee shown on General Counsel's
23 38?

24 A Right.

25 Q And the attachment to it comprised of four pages listing
certain employees, or certain persons who are termed PERMANENT
LAY-OFF 11/12/65, that was attached, was it, to 38?

A Right.

1 Q Now, you state here --

2 MR. TINKHAM: Is this going to be introduced?

3 MR. LANKER: Yes. I offer General Counsel's 38 into
4 evidence.

5 MR. TINKHAM: Could I have the --

6 (Document handed to Counsel for Respondent.)

7 MR. TINKHAM: The best evidence of this letter - One -
8 it's irrelevant. The best evidence of such a letter that was written
9 on such a date would be the original letter. We have no reason to
10 believe that the original is not in existence.

11 MR. LANKER: Well, we subpoenaed the document from
12 Respondent, and this is what they produced.

13 MR. TINKHAM: We wouldn't have the original. We wrote
14 the letter.

15 I guarantee --

16 TRIAL EXAMINER: I'm going to overrule the objection
17 on the fact that this is not the original. I'm going to defer my ruling
18 on the admissibility on the relevancy and the materiality subject to
19 your connecting it in. When you connect it in I will admit it. Until
20 that time it is not admitted. It is not rejected. It is in limbo.

21 MR. LANKER: All right.

22 BY MR. LANKER:

23 Q With respect to General Counsel's 38, the statement
24 thereon, "I will appreciate your advising me of those employees that
25 you offer employment to particularly those who you may offer
employment to and then refuse your work offer."

1 With respect to that statement, do you have any
2 explanation for why you were interested in people who refused to
3 the work offer?

4 A Very definitely; unemployment compensation, to try to
5 save the amount that we have to pay. If there is a bona fide work
6 offer from an employer, work of a like nature, and the employee
7 refuses it, they can no longer draw their unemployment compensation.

8 Q And you sent letters like General Counsel's 38 to other
9 employers, did you not? For instance, you sent to RCA, Tekscan,
10 and P. R. Mallory similar letters, did you not?

11 A I didn't send one to P. R. Mallory because P. R.
12 Mallory had just closed their electronics division.

13 Q But did you send to Western Electric and to Tekscan?

14 A I did not send it to Western Electric either. I called
15 both Mallory and Western Electric to see if they were interested in
16 any people. When I called Mallory and to the personnel director out
17 there he told me that they had just closed their electronics division
18 and laid off a terrific amount of people, and so naturally they were
19 not interested in any of ours.

20 So there was no necessity to send him a listing.

21 Western Electric was not interested in any of the people,
22 so I did not send them a listing.

23 Q And how about Tekscan?

24 A Tekscan, I did.

25 Q You sent a listing to them.

1 A Yes, sir; right.

2 TRIAL EXAMINER: Now, what is the relevancy of this,
3 this entire line of questioning?

4 MR. LANKER: I'll tie it up with just a question right
5 now.

6 TRIAL EXAMINER: Go ahead.

7 BY MR. LANKER:

8 Q What does Western Electric make; what is their product?

9 A Basically they make telephones.

10 Q How about Tekscan?

11 A I have no idea what Tekscan makes, other than they are
12 an electronics manufacturer.--

13 Q How about --

14 A -- that uses assembly girls, I mean such as wiring,
15 soldering, and inspecting.

16 Q And RCA?

17 A It's an electronics manufacturer.

18 Q And P. R. Mallory was engaged until it --

19 A Well, it's still an electronics manufacturer, but they
20 closed the division where they use most of the type of workers that
21 we had available.

22 Q And you considered that these four employers would be
23 interested in the quality of the employees that you had laid off. Is
24 that why you sent these letters?

25 A Yes.

1 that we were going to gear up for avionics and Nav-Comm at Regency,
2 that is to say on Pendleton Pike, so we simply did not have these
3 jobs.

4 And these people that we let go were not as well
5 qualified as the rest that we kept, in our opinion, in our judgment.

6 TRIAL EXAMINER: I'll reject 38, and strike the entire
7 line of questioning based on it.

8 (Whereupon, the document, heretofore
9 marked General Counsel's Exhibit No.
38 for identification, was rejected.)

10 MR. LANKER: In accordance with the usual rule, it
11 will be included in the rejected exhibit file, will it not?

12 TRIAL EXAMINER: Yes.

13 BY MR. LANKER:

14 Q Although you mailed notices on November 17, 1965 to the
15 employees involved in the permanent layoff on November 12, 1965,
16 you made no efforts in 1966 to send notices to these employees that
17 you had employment, did you?

18 MR. TINKHAM: Just a minute. I just don't understand
19 the question.

20 MR. LANKER: I'll break it down.

21 BY MR. LANKER:

22 Q You testified here, did you not, concerning your
23 communication which you sent through the mail to all the employees
24 in the layoff of November 12, telling them of your efforts to get
25 employment for them?

1 A Yes.

2 Q I want to ask you in respect to that whether you have any
3 explanation for why it was that in January, February and March of
4 1966 you did not send similar communication to them notifying them,
5 the same employees, of openings at your company?

6 MR. TINKHAM: Is that a fact in evidence? I don't
7 believe it is.

8 MR. LANKER: I withdraw the question.

9 BY MR. LANKER:

10 Q You were desperately in need of employees as of January
11 25th, 26th, 29th, February 6th, February 7th, February 8th,
12 February 9th, February 10th, February 11th, February 16th,
13 February 17th, March 1, and 2, and 3, 1966, were you not?

14 A Desperately in need?

15 Q Yes.

16 A I wouldn't say that, no.

17 Q Well, you caused ads to be run in the INDIANAPOLIS
18 STAR and NEWS, did you not?

19 A Well, just because you have an ad running doesn't mean
20 you're desperate.

21 Q You ran ads on those days, did you not?

22 A I don't know. I'd have to look at my ad folder.

23 Q These were rather large ads, were they not, and cost
24 a considerable amount of money to your company, did they not?

25 MR. TINKHAM: I object.

1 TRIAL EXAMINER: Mr. Lanker, can we cut through on
2 this?

3 At the time that you were hiring additional employees at
4 Regency Electronics did you in any way offer reemployment to any of
5 the employees laid off on November 12?

6 THE WITNESS: We did not.

7 TRIAL EXAMINER: Why?

8 THE WITNESS: Because at the time that they were laid
9 off in November we did not feel that they were qualified to do the
10 avionics work, so why would we feel that they were qualified in
11 January, February or March, two or three months later?

12 TRIAL EXAMINER: What work were you doing in
13 January, February and March --

14 THE WITNESS: Plus the fact --

15 TRIAL EXAMINER: What work were you doing?

16 THE WITNESS: We were doing avionics work, a
17 Stand-By 1, which is an aircraft radio, was in the process of being
18 built. It's a new product. The CB 270, which is a transistorized
19 monitor radio, that is a variation of it is used in airplanes.

20 TRIAL EXAMINER: Variations are used in airplanes?

21 THE WITNESS: Yes.

22 TRIAL EXAMINER: What about the ones that were being
23 made of the CB 270?

24 THE WITNESS: These were pilot runs, you might say;
25 that there's only a thousand of them built. That is under the direction

1 of an engineer. We have plans later on of possibly moving it out, but
2 all pilot runs, or first runs are always done where the engineering
3 staff is because of any bugs or troubles that they might have with it.

4 TRIAL EXAMINER: What else was to be made in that
5 period?

6 THE WITNESS: The transponder, and the TM's.

7 TRIAL EXAMINER: What's a TM?

8 THE WITNESS: I can't answer that.

9 TRIAL EXAMINER: Are these all avionics products?

10 THE WITNESS: A TM is a - it's a type of fire
11 equipment; it's a high reliability fire -- I can't get the word out that
12 I want to use.

13 TRIAL EXAMINER: If you don't know, you don't know.

14 THE WITNESS: I don't know. It's a high reliability for
15 fire alarms, or something like this.

16 TRIAL EXAMINER: Is that an avionics product or a
17 commercial product, do you know?

18 THE WITNESS: I don't know which it would be termed,
19 no.

20 TRIAL EXAMINER: All right.

21 BY MR. LANKER:

22 Q You know that TM's were made over at the plant at
23 7900 Pendleton Pike before November 12th, don't you?

24 A No, they were not made over -- I beg your pardon -- what
25 did you say?

1 Q The TM's were made, before November 12, 1965, over at
2 7900 Pendleton Pike, weren't they?

3 A They were partially made there.

4 Q And --

5 TRIAL EXAMINER: Where were the rest made?

6 THE WITNESS: The -- oh, boy -- printed circuit board.
7 has to be run through a wave soldering machine. The soldering is not
8 done by hand. There was only one wave soldering machine in the
9 company, and this was located at the plant over on Franklin Road, or
10 the avionics plant.

11 MR. TINKHAM: Mr. Trial Examiner, even with the
12 thought perhaps of offending the court, we're going to pose an
13 objection to this line of questioning as posed by yourself and
14 Mr. Lanker as being clearly outside the scope of this individual's
15 duties.

16 The only reason that I object is that I think that there are
17 better witnesses who can be called to relate what was being produced
18 and where.

19 TRIAL EXAMINER: I'll overrule it, and I'll tell you why.
20 This witness was involving in the hiring process, and in the hiring
21 process one of the issues in this case is going to be, as I see it,
22 whether the people who were laid off were qualified to be rehired.

23 Now, to hire people it appears to me she had to know
24 what kind of people had to be hired. And I want to see what went
25 into the package of qualifications necessary to hire people.

1 MR. TINKHAM: Well --

2 TRIAL EXAMINER: And she's going into that right now.

3 You're overruled.

4 Go on.

5 THE WITNESS: Well, at any rate, a group of the girls
6 under the direction of one group leader would go over so many days a
7 week and run these printed circuit boards through the wave soldering
8 machine.

9 TRIAL EXAMINER: So while it was done in another
10 physical facility it was done by the Pendleton Pike employees.

11 THE WITNESS: Yes.

12 TRIAL EXAMINER: So that the Pendleton Pike employees
13 before November 12 were performing all of the labor involved in the
14 manufacture of the TM.

15 THE WITNESS: Right.

16 TRIAL EXAMINER: Mr. Lanker.

17 MR. LANKER: May we be off the record a minute,
18 please, Mr. Examiner?

19 TRIAL EXAMINER: Off the record.

20 (Discussion off the record.)

21 TRIAL EXAMINER: On the record.

22 BY MR. LANKER:

23 Q Now, this other word - the responder, is that what you
24 call it?

25 A Transponder.

1 Q Transponder. Before November 11, 1965 was that work
2 done at the 7900 Pendleton Pike plant or was it done at the Franklin
3 Road plant?

4 A The Franklin Road plant.

5 MR. TINKHAM: Mr. Hearing Examiner, we've been
6 over this as to where it was, we've been over it as to how many
7 employees were involved in it, we've been over this as to the names
8 of the employees. I don't know --

9 MR. LANKER: I don't think we've had any evidence on
10 that.

11 TRIAL EXAMINER: We've named the girls involved in
12 the transponder, have we not?

13 MR. LANKER: Not in the transponder, no. She named
14 the ones that works in the avionics.

15 THE WITNESS: That's all we had.

16 TRIAL EXAMINER: Now, we know.

17 BY MR. LANKER:

18 Q That's all you had at avionics as of November 11, 1965,
19 was work on the transponder?

20 A Was the transponder at the Franklin Road address. I gave
21 you this, I believe, even yesterday.

22 Q All right. Well, thank you. I appreciate your helping
23 me.

24 Now, in pursuance of --

25 MR. LANKER: Strike the question.

1 BY MR. LANKER:

2 Q You were given the job of deciding who was to be selected
3 for permanent layoff as of November 12, 1965?

4 A No, I was not given the job to decide who was to be laid
5 off.

6 Q Didn't you tell Mr. Claude Wolfe of the National Labor
7 Relations Board that you were given that job?

8 A Well, I don't think you're stating your question correctly,
9 at least it's not clear to me.

10 Q Did you tell Mr. Claude Wolfe of the National Labor
11 Relations Board that you were given the job of deciding who were to
12 be selected for permanent layoff as of November 12, 1965?

13 A Not me alone, no.

14 TRIAL EXAMINER: If you're driving at something, let's
15 try a different road.

16 MR. LANKER: All right.

17 BY MR. LANKER:

18 Q I believe you testified earlier you did talk to certain
19 group leaders, and had certain employees rated --

20 A Yes.

21 Q -- by the group leaders --

22 A Yes.

23 Q -- in this process of determining who to lay off.

24 A Yes. .

25 Q Was Mable Stock one of those that you talked with?

1 A No.

2 Q In this process?

3 A No.

4 Q Do you have an explanation for why you didn't talk to her?

5 A Yes. Because Mable Stock - we had decided to release
6 her prior to this, because of two warnings that Mr. Gunselman had
7 given her. There had been no improvement in her work record. It
8 was so near the date of layoff, we decided to retain her until that
9 date.

10 Q Did you tell her that?

11 A No.

12 Q Did you give her these warnings in writing?

13 A You'll have to ask Mr. Gunselman. I didn't give them to
14 her.

15 Q Had this employee been employed with your company for
16 about fourteen years - Mable Stock?

17 A To my knowledge, yes, sir; I don't know - whatever the
18 date of hire is.

19 Q But you couldn't --

20 Her work was so bad, or because of these two reprimands
21 you decided you couldn't keep her any longer.

22 A There's been far more than two reprimands.

23 MR. TINKHAM: I'll object. I think the witness'
24 testimony is it was Mr. Gunselman's decision.

25 BY MR. LANKER:

1 Q There were more than two reprimands?

2 A Yes, sir.

3 Q How many reprimands were there?

4 A I don't know, but this went over a period of years.

5 Q So she was chronically a pretty bad employee?

6 A Yes.

7 TRIAL EXAMINER: On the foreman's ratings on this
8 Trial Examiner's 2, who was the foreman referred to?

9 THE WITNESS: Roland Montague, Larry Bright, Harry
10 Pate.

11 TRIAL EXAMINER: All of them, or one of them, or --

12 THE WITNESS: Well, in some instances there would only
13 have been one involved; in some, two; in some, possibly three.

14 TRIAL EXAMINER: Did you compile Trial Examiner's
15 2 from other records, other notations?

16 THE WITNESS: No; no. That is the sheet it was all
17 taken from.

18 TRIAL EXAMINER: This is the original working sheet?

19 THE WITNESS: That's right.

20 TRIAL EXAMINER: As you called the group leader in
21 you put down on here --

22 THE WITNESS: Right.

23 TRIAL EXAMINER: Now, the foreman's rating, or a
24 group leader, is three, or two letters, like BBB, BBA, B-B, B (blank)
25 B. What do these mean?

1 THE WITNESS: If there are three, then that means
2 that there were three foremen, or three supervisors involved. Now,
3 one letter, each letter stands for one individual that gave a rating.

4 TRIAL EXAMINER: So that where, for example the
5 first name on this list is Lilye Ann Woodcock, which she was rated
6 by her foreman BBB, each of the three foremen gave her a rating.

7 THE WITNESS: That's right. And Mr. Bright - Larry
8 Bright declined to rate some, because he felt he wasn't qualified to
9 as yet, so he would decline in those instances.

10 TRIAL EXAMINER: Now, on group leader ratings we
11 have six columns, and various employees, some have a letter under
12 the column, and some don't. The columns are 1, 2, 3, 4, 5 and 6.
13 What do those stand for?

14 THE WITNESS: Six group leaders; and No. 6 also stood
15 for the two avionics girls, the two group leaders that were over in
16 avionics.

17 TRIAL EXAMINER: Now, do you recall the names of the
18 number that connects with the number?

19 THE WITNESS: No; no, I don't.

20 TRIAL EXAMINER: I may come back to this from time
21 to time.

22 Go ahead, Mr. Lanker.

23 BY MR. LANKER:

24 Q Did you tell Mr. Wolfe of the National Labor Relations
25 Board that when you talked to the group leaders you inquired of them

1 orally as to the following factors, regarding the employees who worked
2 with the group leaders: quality and quantity of work, flexibility,
3 judgment, attendance, cooperativeness, receptiveness, initiative,
4 and loyalty?

5 Is that what you told Mr. Wolfe?

6 A I think he is getting that confused with the new form we
7 were using, which I gave him a copy of. These are points that they
8 are graded on now.

9 Q Well, did you rate the employees who were employed as
10 of November, and before the selection for layoff, did you rate all
11 of the employees on judgment?

12 A No.

13 MR. TINKHAM: Mr. Trial Examiner, I think we've been
14 over this.

15 TRIAL EXAMINER: We have. The witness has testified
16 as to what factors went into these ratings.

17 MR. LANKER: Well, I'm attempting to impeach her
18 claim, if I may, if I might be allowed to pursue it very briefly.

19 MR. TINKHAM: It's improper foundation for impeachment.

20 TRIAL EXAMINER: Mr. Lanker, you've really had your
21 head in this case. I'm cutting you off right now. Go on to something
22 else.

23 BY MR. LANKER:

24 Q Are you familiar with the wage rate ranges for your
25 classification of subassembler as of November, 1965?

1 TRIAL EXAMINER: That's already in the record as an
2 exhibit.

3 Go on.

4 BY MR. LANKER:

5 Q Now --

6 MR. LANKER: If I may see Trial Examiner's Exhibit No.
7 2.

8 (Document handed to Counsel for General Counsel)

9 BY MR. LANKER:

10 Q Now, with respect to the group leader ratings, the No. 1,
11 No. 2, No. 3, No. 4, No. 5, No. 6, will you tell me what factor 1 is?

12 TRIAL EXAMINER: We've been over that. The
13 headings signify a group leader, not a factor in the group leader's
14 evaluation. I asked that question.

15 Let's move on.

16 MR. LANKER: I didn't understand her testimony on that,
17 apparently.

18 BY MR. LANKER:

19 Q Is it your testimony that --

20 Was there any document prepared showing how each
21 group leader rated each employee as to each of the factors you named
22 in the termination notice?

23 MR. TINKHAM: I think that question has been answered
24 as well.

25 TRIAL EXAMINER: It was.

1 BY MR. LANKER:

2 Q Is it your testimony that a group leader gave an overall
3 rating which was listed in the column shown as group leader ratings
4 for each factor combined --

5 MR. TINKHAM: Same objection. She's been over how
6 the ratings were done.

7 TRIAL EXAMINER: Mr. Lanker, you weren't listening
8 when I was asking questions.

9 MR. LANKER: Well, I understood it quite another way.
10 I'm sorry, but I would like to ask this for a point of clarification.

11 MR. TINKHAM: As far as we're concerned it's a point
12 of harrassment. She's been all through that.

13 TRIAL EXAMINER: As far as I'm concerned it's a point
14 of redundancy.

15 Move on.

16 BY MR. LANKER:

17 Q The foreman rating under the column FOREMAN RATING,
18 why is it that some employees have more than one letter?

19 TRIAL EXAMINER: Off the record.

20 (Discussion off the record.)

21 TRIAL EXAMINER: On the record.

22 Mr. Lanker.

23 MR. LANKER: Yes.

24 BY MR. LANKER:

25 Q With respect to Trial Examiner's Exhibit 2, Mrs. McGraw,

1 the entries under the column DISPOSITION, can you tell us who put
2 those entries on there?

3 A I put all the entries on.

4 TRIAL EXAMINER: Mrs. McGraw, under ABSENTEEISM
5 you testified that the hours figures includes actual absences and
6 latenesses total.

7 THE WITNESS: Right.

8 TRIAL EXAMINER: Does the times figure include
9 absences and latenesses, or absences only?

10 THE WITNESS: Absences only.

11 TRIAL EXAMINER: Thank you.

12 BY MR. LANKER:

13 Q Did you or did any official of Regency Electronics give
14 any tests to any employees in your employ as of November 11, 1965?

15 A No.

16 Q On the new employees that you hired in 1966 did you give
17 them any type of manual dexterity tests?

18 A Yes, sir.

19 Q And --

20 A Reverting back to the question before this, do you mean
21 tests prior to the layoff or tests at the time they were hired?

22 Q Well -- All right. Did you give them any tests when they
23 were hired?

24 A Those that I hired, yes; but not - I couldn't vouch for
25 any that were hired prior to my coming there.

1 Q What type of tests did you give them?

2 A Dexterity only.

3 Q And these were peg --

4 A Purdue Peg Board.

5 Q And the same tests were then given by you to the new
6 employees hired in 1966?

7 A The same tests but higher standards.

8 Q Did you pay the employees who you hired in 1966 a higher
9 wage rate than you did starting employees in --

10 A Yes.

11 Q You did?

12 A Yes.

13 Q And what was the difference in that wage rate?

14 (Document handed to Counsel for General Counsel.)

15 MR. LANKER: That's your 1966 list.

16 MR. TINKHAM: It wasn't relevant before.

17 MR. LANKER: I'll look this over at recess.

18 A Answering your question, it's \$1.40.

19 BY MR. LANKER:

20 Q \$1.40?

21 A Yes.

22 Q As opposed to what?

23 A \$1.28.

24 Q You did hire some employees, then, at a higher rate of
25 pay before November 12, 1965, higher than \$1.28?

1 A If there were any it was because they had experience.

2 Q Experience?

3 A In other words, had been prior employees that were
4 experienced in Regency products.

5 Q The experience factor in Regency work then was an
6 important factor for consideration in hiring employees, was it not?

7 A At that time, yes.

8 Q Does your company have records showing which employees
9 were classified in 1964 and 1965 as Class A or Class B workers?

10 A There were no Class A workers in '64 or '65.

11 Q What were they?

12 A Well, I think --

13 Q What class were they?

14 A I think I stipulated once before that they all came under
15 the wage schedule.

16 MR. TINKHAM: We've been all through this, Mr. Trial
17 Examiner.

18 TRIAL EXAMINER: We've been all through this, Mr.
19 Lanker.

20 BY MR. LANKER:

21 Q And you did have some workers known as Class A and
22 Class B workers in 1966?

23 A The schedule you just received is dated February the 7th.
24 From that date on there were Class A workers, yes.

25 Q Have you since November 12, 1965 rated the retained

1 employees based upon length of service, quality and quantity of work,
2 attitude, attendance?

3 MR. TINKHAM: I believe we've answered this question
4 as well.

5 TRIAL EXAMINER: We've had enough on this. Let's
6 move on to another subject, Mr. Lanker.

7 BY MR. LANKER:

8 Q Most of the employees that you retained as of November
9 12, 1965 needed improvement in most of the factors of quality and
10 quantity of work, attitude, attendance, punctuality, and ability to learn
11 new tasks. Isn't this correct?

12 MR. TINKHAM: Number One - it's argumentative; and
13 secondly it's a question that asks about seven.

14 MR. LANKER: All right. I'll break it down then.

15 TRIAL EXAMINER: Where's the foundation?

16 MR. LANKER: I don't understand that a foundation has to
17 be made from a personnel manager as to -- she's the one who testified
18 concerning the rating of these employees. She rated both retained and
19 laid-off.

20 TRIAL EXAMINER: I object to the form of your question.

21 MR. LANKER: I'll --

22 TRIAL EXAMINER: Ask the witness did any of the
23 retained employees have any deficiencies in the areas in which employees
24 were graded.

25 BY MR. LANKER:

1 Q Did any of the retained employees have deficiencies in
2 the areas in which they were graded?

3 A Yes.

4 Q As a matter of fact most of them did, didn't they?

5 MR. TINKHAM: Now, I object to that as being
6 argumentative.

7 TRIAL EXAMINER: It is.

8 Sustained.

9 BY MR. LANKER:

10 Q Were there any that didn't have deficiencies?

11 A Mr. Lanker, I don't think you'll ever find a perfect
12 employee.

13 MR. TINKHAM: I think the record speaks for itself in
14 terms of examination, how they were rated. We have the rating sheet
15 before us, before the court. I think this is argumentative, even though
16 on occasions it is broken down to a single question and somewhat
17 specific I still think it's argumentative.

18 TRIAL EXAMINER: Let me ask you this question, Mrs.
19 McGraw: On Trial Examiner's Exhibit 2 we have the letter rating by
20 group leader and the foreman.

21 THE WITNESS: Uh huh.

22 TRIAL EXAMINER: May we assume for the purpose of
23 analysis of that document that the group leader or the foreman or the
24 Quality Control supervisor who gave that letter rating only gave an
25 A where in the rater's judgment the employee was perfect in all areas?

1 A Yes.

2 Q Do you know a person named George McCoy?

3 A Yes.

4 Q He was discharged after November --

5 MR. TINKHAM: I'll object.

6 TRIAL EXAMINER: What's the relevancy.

7 MR. LANKER: This is to show the number of persons
8 who signed cards who were later affected by discharge. We're not
9 contending that they are 8(3)'s, we are merely showing - we will
10 later show to the Trial Examiner every card signer. We will show -
11 We have introduced into evidence a total complement as of November,
12 1965. We're showing, to complete the record, the employees who
13 were discharged after November 12, 1965 who were card signers,
14 I. U E. card signers.

15 MR. TINKHAM: Shouldn't we have been indicted for this,
16 or shouldn't we not? I think this is beyond the scope of anything
17 contained in any of the complaints I know anything about.

18 TRIAL EXAMINER: I sustain the objection.

19 MR. LANKER: Well, then, I'll have to have the records
20 that I subpoenaed that will show this same information.

21 TRIAL EXAMINER: Let's move on with the questioning,
22 Mr. Lanker.

23 BY MR. LANKER:

24 Q Do you have any explanation for the fact that your
25 memorandum of 10/21/65 refers to a gradual move of the commercial

1 products to North Carolina and your termination notice to employces,
2 in that you state that the movement has been completed as of
3 November 12, 1965?

4 MR. TINKHAM: Argumentative. The documents speak
5 for themselves, and conclusions can be drawn therefrom.

6 MR. LANKER: I'll --

7 TRIAL EXAMINER: What's the relevancy of all of this,
8 Mr. Lanker?

9 MR. LANKER: Well, certainly I think there is evidence
10 here that this witness claimed that as of January 1st the move was to
11 be completed, and as of November 12, 1965 she told every terminated
12 employee that the --

13 TRIAL EXAMINER: Let's go on to a witness who can tell
14 us when it actually happened, shall we?

15 MR. LANKER: Well, we submit that --

16 TRIAL EXAMINER: It really doesn't matter whether her
17 communications to the employees were accurate or not, whether she
18 lied to the employees or did not lie to the employees.

19 MR. LANKER: Well, we think it does make a difference.

20 TRIAL EXAMINER: I disagree.

21 MR. LANKER: We submit --

22 TRIAL EXAMINER: Move on to your other questions.

23 BY MR. LANKER:

24 Q As a matter of fact not all commercial production was
25 moved to Raleigh, North Carolina, was it, in 1965?

1 A All commercial products were moved to Raleigh, North
2 Carolina with the exception of the TM.

3 MR. TINKHAM: Just a minute. We've been over this,
4 too, with the Trial Examiner.

5 TRIAL EXAMINER: Let's get this from a witness who is
6 more qualified with production, who can go into it with great depth.

7 MR. LANKER: All right.

8 BY MR. LANKER:

9 Q Now, in your memo to all employees of 10/21/65,
10 General Counsel's 31, you mention, you state in there that you're
11 giving all employees an opportunity indicate their interest in working
12 at Metrotek.

13 Now, did you mean all employees, both the ones at
14 Franklin Road and the ones at 7900 Pendleton Pike?

15 A All employees is all employees.

16 Q All right. And you were willing to transfer down to
17 Metrotek, then, to work on commercial products employees who had
18 been working on avionics work.

19 A That's right.

20 Q Is that right?

21 A That's right.

22 Q And you were willing to transfer them at the same rate of
23 pay and the same job classification as they had held at their previous
24 place of employment?

25 A Right.

1 Q At Indianapolis.

2 A Right.

3 TRIAL EXAMINER: Is the pay scale at Raleigh the same
4 as it is in Indianapolis?

5 THE WITNESS: No; it's lower.

6 TRIAL EXAMINER: It's lower in Raleigh?

7 THE WITNESS: That's right.

8 TRIAL EXAMINER: Is the factory at Raleigh integrated?

9 THE WITNESS: Yes, sir; very nicely so.

10 BY MR. LANKER:

11 Q So you considered that the work on the commercial
12 products to be done at Metrotek after the transfer of the products
13 to that location was no more complicated than the work to be done at
14 avionics plant on Franklin Road?

15 MR. TINKHAM: I don't think --

16 TRIAL EXAMINER: Argumentative.

17 MR. TINKHAM: Mr. Trial Examiner, I once again renew
18 my motion at this time, suggesting about the last ten questions, or
19 fifteen, I don't want to exaggerate, but that we have objected to have
20 been sustained. It appears there's little else that this witness can
21 offer the Government's case. I move that she be permitted to stand
22 down.

23 TRIAL EXAMINER: Is there any reason she should not
24 be permitted, Mr. Lanker?

25 MR. LANKER: Yes. I have some questions here that

1 only she can answer. Quite frankly, I'm having these frequent
2 interruptions, and it's quite hard to proceed under those circumstances,
3 and it's been repeated and repeated and repeated, and quite frankly
4 I'm trying to abide by your decision to move to another witness on
5 certain of these areas, but I have to try and listen with one ear and
6 try to concentrate in moving ahead, and quite frankly it's pretty
7 difficult.

8 BY MR. LANKER:

9 Q Your --

10 MR. TINKHAM: Is my motion overruled?

11 TRIAL EXAMINER: Overruled.

12 Thank you.

13 BY MR. LANKER:

14 Q Your same memo, General Counsel's 31, refers to, or
15 states, "Production of all avionics and our new Nav-Com equipment
16 and products will remain here in Indianapolis".

17 Were you advised before you prepared General Counsel's
18 31 that there was Nav-Comm equipment as of October 21, 1965 to be
19 produced at Indianapolis?

20 (Document handed to witness.)

21 A Yes. I didn't know exactly when.

22 TRIAL EXAMINER: Are your additional questions along
23 this same line?

24 MR. LANKER: If I may have a moment.

25 BY MR. LANKER:

1 Q Now, there was a training line which was retained at
2 7900 Pendleton Pike, was there not, even after the move of the
3 commercial products?

4 A A training line?

5 Q Yes.

6 A Do you mean a product to be used for a training line, or
7 what?

8 Q Didn't you maintain a training line in which employees
9 worked on commercial products?

10 A No.

11 Q Would it refresh your recollection if I were to tell you
12 that Mr. Tinkham told the Board on --

13 MR. TINKHAM: You're not going to use Mr. Tinkham's
14 letter for any purpose whatsoever. That is to say I'm objecting to
15 his using Mr. Tinkham's letter for any purpose. It's been excluded.

16 TRIAL EXAMINER: I sustain the objection.

17 MR. LANKER: I would offer to prove, if permitted to
18 testify, this witness would testify that if I were to tell her that the
19 June 24th, 1966 letter of Mr. Tinkham's states as follows: "Insofar
20 as the company was concerned the move was permanent, and with
21 the exception of a training line all commercial production was so
22 transferred." That that would refresh this witness' recollection.

23 TRIAL EXAMINER: Rejected.

24 BY MR. LANKER: .

25 Q Now, after certain commercial production was moved to

1 North Carolina, what was done with the avionics plant, that is what
2 type of work did you do then at 7900 Pendleton Pike, and what did
3 you do at avionics?

4 A The girls that were at the Avionics plant, that manu-
5 factured the transponder, were moved to the 7900 Pendleton Pike
6 address. This was done, I think the week following the layoff.

7 Q And is that all the movement of employees?

8 A That's all. The machine shop and finishing department
9 remained where it was.

10 TRIAL EXAMINER: That's already in the record.

11 BY MR. LANKER:

12 Q And when were they moved?

13 TRIAL EXAMINER: She answered the question.

14 BY MR. LANKER:

15 Q What was produced then at the avionics plant, or the
16 Franklin Road plant, after November 12, 1965?

17 A There was nothing produced there; it was a machine shop
18 and finishing operation.

19 Q What new assignments were the employees given
20 commencing November 15, 1965?

21 A They were given their new job assignments; that is all.

22 Q I mean --

23 A I mean we had girls that were formerly classified as
24 testers; we had girls that were formerly classified as inspectors,
25 repair, and so forth that no longer could we use them in these

1 categories. So they were reclassified and put in different jobs where
2 they were needed.

3 Q Well, making what kind of products - commercial, or
4 avionics, or what?

5 A I think I testified once before that the TM was retained
6 along with the transponder until December, and I believe this was
7 the middle of December is when they first started manufacturing the
8 Stand-By 1, which is an aircraft radio. There was a clean-up process
9 in between this time. In fact, there was very little produced in
10 between November 12 and the middle of December the 12th.

11 Q And did the department head discuss the new job
12 assignments with the employees?

13 A The foreman did, Larry Bright specifically, because
14 Montague had already been transferred to Raleigh, North Carolina.

15 TRIAL EXAMINER: Can you give us some idea of the
16 relevancy of what happened after November 12, Mr. Lanker?

17 MR. LANKER: Certainly. It's very relevant to know
18 whether or not they were assigned to new jobs, whether or not they
19 were assigned to do work which had been previously performed, jobs
20 which had been previously performed by laid-off employees, as
21 bearing on the need for selecting those which they claimed they needed
22 to select. There are various contentions made by the Respondent,
23 including one that the nature of the work which was left was so highly
24 demanding of the employees. So I think what the employees who were
25 left did is certainly relevant to the Trial Examiner in making his

1 determination of the fact as to whether they could have done what was
2 left to do. And as a matter of fact, whether or not whey they hired
3 new employees they should have put these people back that were laid
4 off on November 12.

5 So that what happened as to what they were working on is
6 certainly relevant, I think.

7 TRIAL EXAMINER: Maybe I'm just tired, but it seems to
8 me, Mr. Lanker, that you're approaching this on the theory that
9 anything that remotely is connected with Respondent's operation is
10 relevant.

11 Now, until we get some defense in from Respondent on
12 this point I'm cutting you off.

13 MR. LANKER: On the point of what these employees did?

14 TRIAL EXAMINER: Yes.

15 MR. LANKER: May I have a few moments in view of your
16 ruling to consider the rest of my material of this witness?

17 TRIAL EXAMINER: Off the record.

18 (Discussion off the record.)

19 TRIAL EXAMINER: On the record.

20 BY MR. LANKER:

21 Q Were any of the employees who were hired in 1965 put to
22 work on TM products?

23 TRIAL EXAMINER: When in 1965?

24 BY MR. LANKER:

25 Q 1966. The new employees who were hired in 1966, were

1 any of those used by the company on TM products?

2 A Yes. This is what I think possibly you were referring to
3 a while ago. The TM was kept as a training unit.

4 Q To train employees for other work in your plant at
5 Indianapolis?

6 A Right. Because this is a printed circuit board, and
7 from here on in I understand all of our work will be on printed circuit
8 boards.

9 Q So that experience in working on commercial products
10 is excellent training, is it not, for work on --

11 MR. TINKHAM: Argumentative.

12 TRIAL EXAMINER: It is.

13 BY MR. LANKER:

14 Q Your company does not have records, does it, showing
15 the number of units Irene Lawrence produced in 1965 per day?

16 A I don't know.

17 TRIAL EXAMINER: The witness will answer the question.

18 A (Continued) I don't know, since I do not keep production
19 records.

20 MR. LANKER: Will you stipulate that you do not have
21 such records? I think your response indicated that, or your motion
22 to revoke.

23 MR. TINKHAM: I think that's right.

24 MR. LANKER: Well, will you stipulate that it did not
25 have such records?

1 MR. TINKHAM: We do not have records which indicate
2 the daily output of Irene Lawrence?

3 MR. LANKER: Yes.

4 MR. TINKHAM: That's right; we do not have. I'll
5 stipulate that.

6 TRIAL EXAMINER: The stipulation is received.

7 MR. LANKER: Thank you.

8 And will you also stipulate that the company does not have
9 any records showing which employees were transferred from assembly
10 to subassembly in 1965?

11 TRIAL EXAMINER: You mean on a temporary basis?

12 MR. LANKER: I subpoenaed the -- I can look at the exact
13 wording on it to be precise.

14 SPECTATOR MR. GUNSELMAN: I have a piece of paper
15 here for you.

16 MR. LANKER: Yes. I subpoenaed the company records
17 showing the names of all employees transferred by the company from
18 assembly work to subassembly work in 1965, together with the wage
19 rate paid to each of said employees before the transfer and after the
20 transfer, and those records were stated in the response, or in the
21 motion to revoke the subpoena, that they were unavailable.

22 Can we have a stipulation that those records are
23 unavailable?

24 MR. TINKHAM: You have it.

25 MR. LANKER: Thank you.

1 BY MR. LANKER:

2 Q Did you and Mr. Gunselman and Mr. Berner and Mr.
3 Goetz have a conversation with Charlotte Farmer, Virginia Humfleet,
4 Maxine Healey, Opal Pulis and Glen Pulis, and Annette Ward in
5 1965 as a group?

6 MR. TINKHAM: When in 1965? I'll object. It's not
7 specific.

8 TRIAL EXAMINER: Make it more specific.

9 BY MR. LANKER:

10 Q About October 8th or 9th of 1965.

11 A I think you are referring to the meeting that they
12 requested they have with us informing us of their organization or their
13 Independent Union. Mr. Berner was not present. It was just
14 Mr. Goetz, Mr. Gunselman and myself.

15 Q The employees were paid for the time spent at that
16 meeting, that is they didn't suffer any loss of pay for that day
17 because of the time they spent?

18 A No employee was ever docked for any time or --

19 TRIAL EXAMINER: Answer the question yes or no.

20 A (Continued) No.

21 MR. LANKER: I have nothing further of this witness,
22 Mr. Examiner.

23 Thank you.

24 TRIAL EXAMINER: Are you going to have any
25 cross-examination of this witness at this time?

1 MR. TINKHAM: Could we defer possible cross-
2 examination, there might not be any, until the first thing tomorrow
3 morning? I think if we had a chance to go through our notes, rather
4 than sit here and ask questions, we might save a lot of time. We might
5 not even ask any.

6 TRIAL EXAMINER: That's agreeable with me.

7 You may step down, Mrs. McGraw.

8 Just a moment. Excuse me.

9 Mr. Rutherford, do you have any examination of this
10 witness?

11 MR. RUTHERFORD: No, sir, I do not.

12 TRIAL EXAMINER: Thank you. Step down, please, subject
13 to recall tomorrow morning.

14 (Witness excused.)

15 TRIAL EXAMINER: Call your next witness.

16 MR. LANKER: Mr. Berner.

17 (Document handed to Counsel for General Counsel.)

18 MR. LANKER: Oh; you have the transcript?

19 MR. TINKHAM: Yes.

20 TRIAL EXAMINER: Who's your next witness?

21 MR. LANKER: Mr. Berner.

22 MR. TINKHAM: Off the record.

23 MR. LANKER: I told Mr. --

24 TRIAL EXAMINER: Off the record.

25 (Discussion off the record.)

1 TRIAL EXAMINER: On the record.

2 Mr. Lanker's next witness is Mr. Berner, who was not
3 advised he would be called today, and will be available the first
4 thing tomorrow morning.

5 Mrs. McGraw will be available if there is any
6 examination by the Respondent's Counsel.

7 We stand in recess until 9:30 a.m. tomorrow morning.

8 (Whereupon, at 5:30 o'clock p.m., Thursday, July 7,
9 1966, the hearing was adjourned, to reconvene at 9:30 o'clock a.m.,
10 Friday, July 8, 1965.)

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BEFORE THE NATIONAL LABOR RELATIONS BOARD

Region Twenty-Five

In the Matter of:

REGENCY ELECTRONICS, INC.

and

INTERNATIONAL UNION OF ELECTRICAL, RADIO, AND MACHINE WORKERS, AFL-CIO

Case No. 25-CA-2347

and

REGENCY EMPLOYEES INDEPENDENT UNION

Case No. 25-CA-2384

Party of Interest

Hearing Room - Sixth Floor
I. S. T. A. Center
150 West Market Street
Indianapolis, Indiana
Friday, July 8, 1966

Pursuant to adjournment, the above-entitled matter came
on for further hearing, at 9:30 o'clock a.m.

BEFORE:

ARTHUR M. GOLDBERG, esq. - TRIAL EXAMINER.

APPEARANCES:

(AS HERETOFORE NOTED.)

I N D E X

<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>EXAM</u>	<u>VO DU</u>
Juanita McGraw (resumed)	417	424	431		428	
Earnest Rutherford	435					44
Rose Mary Browning	450	501	542	544		
Eva Elmore	546	583				
Betty Lanham	598	608				

E X H I B I T S

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
GC 1-AAA	413	413
GC 39	415	416
GC 40	417	417
GC 41	418	
GC 42-1 thru 42-68	437	
GC 14	(WITHDRAWN - 438)	
GC 42-35		460
GC 44-A, 44-B	542	543
GC 42-14		550
GC 42-33		605

P R O C E E D I N G S

TRIAL EXAMINER ARTHUR M. GOLDBERG: On the record.

Mr. Lanker, you have some motions of some kind?

MR. LANKER: I have, yes.

Pursuant to the Trial Examiner's direction I have prepared in writing the additional motions to amend the complaints, which I previously made.

I ask the Reporter to mark them as General Counsel's Exhibit 1 --

TRIAL EXAMINER: AAA.

MR. LANKER: --AAA for identification.

(Whereupon, the document, above referred to, was marked General Counsel's Exhibit No. 1-AAA.)

TRIAL EXAMINER: We've heard all the argument at the time the motions were made orally.

The amendments are accepted.

(Whereupon, the document, heretofore marked General Counsel's Exhibit No. 1-AAA for identification, was received in evidence.)

MR. TINKHAM: As long as they are now being formally amended, that is the complaint, it has occurred to Counsel for the Respondent one additional argument that Respondent may have made only inferentially before that can be made now, and I'll just make it very briefly for the record, is that this amendment coming at this late

1 date puts us on the horns of a dilemma, and that is had we been
2 approached with this in, say January, when the complaint first
3 emanated, we would then have to have considered that these people
4 were considered by the Board as supervisors, and we could then have
5 discussed matters pertaining to all of these things with them. However,
6 in our opinion they were our employees. Consequently, we were
7 reluctant to talk with them about anything, and have been during the
8 entire course of these proceedings, since I should say the first charge
9 was filed back in November. Consequently, the amendment coming
10 at this point puts us in the position of having -- or makes it look like
11 we should have talked to them last January, when in fact we were
12 powerless to do so.

13 TRIAL EXAMINER: . Are you referring to possible
14 settlement negotiations?

15 MR. TINKHAM: We're charged with -- we are now
16 charged through additional supervisors of committing these unfair
17 labor practices.

18 Now, among other things, had we known that we were
19 going to be charged with these things in January, for one thing, if they
20 had committed additional things which we're probably about to hear,
21 we could have gone to them and said, "Look, as far as the Board is
22 concerned you're supervisors; therefore, we're telling you you can't
23 do anything."

24 And if we had done that, if we had gone to them and even
25 had a conversation with them in January, they wouldn't have then

1 amended the complaint to allege that they were supervisors. That
2 would have been additional interference with the employees' rights.
3 They would then have been employees.

4 So we are placed in an impossible position with this
5 amendment, by the lateness of this amendment.

6 TRIAL EXAMINER: Mr. Tinkham, I don't really
7 understand your argument. Develop it in your brief.

8 MR. TINKHAM: It has to do with prejudice.

9 TRIAL EXAMINER: Are there any other motions?

10 MR. LANKER: Yes.

11 I would like the Reporter to mark this as General
12 Counsel's Exhibit No. 39.

13 (Whereupon, the document, above
14 referred to, was marked General
15 Counsel's Exhibit No. 39 for
16 identification.)

17 (Document handed to Counsel for Respondent.)

18 MR. TINKHAM: No objection.

19 MR. LANKER: I'll offer General Counsel's 39 into
20 evidence. The explanation of what it is appears on the document,
21 itself.

22 TRIAL EXAMINER: What's the relevancy of this exhibit,
23 Mr. Lanker?

24 MR. LANKER: We're offering it, Number One, to
25 show that between the date 9/12/65 and the other document in
evidence of 10/10/65 there were, I believe, twelve, more or less

1 because I don't want to -- so I don't misrepresent, more or less twelve
2 employees who represent a turnover during that one month period.

3 We are also offering it to show that there were on 9/12/65
4 a total, if I count correctly, 151 employees that were in --

5 TRIAL EXAMINER: Don't give me argument; just tell
6 me the relevancy.

7 MR. LANKER: Oh. Okay. We're offering it to show
8 turnover, and we're offering it to show that after the Respondent in a
9 speech of 9/7 announced the decision to move the, at least if I
10 calculate correctly 19 new employees during that monthly period from
11 9/12 to 10/10.

12 TRIAL EXAMINER: If these exhibits show that, then
13 it's up to you to take it out of the exhibits, because don't expect me
14 to compare these lists and do your home work for you.

15 The exhibit is accepted.

16 (Whereupon, the document, heretofore
17 marked General Counsel's Exhibit No.
18 39 for identification, was received in
19 evidence.)

20 TRIAL EXAMINER: The relevancy is a matter of
21 argument.

22 MR. LANKER: Thank you.

23 TRIAL EXAMINER: Are you ready to recall Mrs.
24 McGraw?

25 MR. LANKER: I have another matter.
Would you mark this as General Counsel's 40.

1 (Whereupon, the document, above
2 referred to, was marked General
3 Counsel's Exhibit No. 40 for
4 identification.)

5 TRIAL EXAMINER: Off the record.

6 (Discussion off the record.)

7 TRIAL EXAMINER: On the record.

8 In the off-the-record discussion Counsel for General
9 Counsel and Counsel for Respondent stipulated the admission of
10 General Counsel's Exhibit 40.

11 It is received.

12 (Whereupon, the document, heretofore
13 marked General Counsel's Exhibit No.
14 40 for identification, was received in
15 evidence.)

16 MR. LANKER: May we be off the record a moment,
17 please?

18 TRIAL EXAMINER: Off the record.

19 (Discussion off the record.)

20 TRIAL EXAMINER: On the record.

21 Call your first witness.

22 MR. LANKER: I would like to recall Mrs. McGraw for
23 a few questions.

24 TRIAL EXAMINER: Mrs. McGraw.

25 Whereupon,

JUANITA MCGRAW

resumed the stand, and further testified as follows:

1 TRIAL EXAMINER: Mrs. McGraw, you are still under
2 oath.

3 THE WITNESS: Yes, sir.

4 TRIAL EXAMINER: Make it brief, Counsel.

5 DIRECT EXAMINATION (Resumed)

6 MR. LANKER: Would you mark this as General Counsel's
7 41.

8 (Whereupon, the document, above
9 referred to, was marked General
10 Counsel's Exhibit No. 41 for
11 identification.)

12 (Document handed to Counsel for Respondent.)

13 MR. LANKER: May it be -- Strike that. I want to
14 question the witness on this.

15 BY MR. LANKER:

16 Q I am handing you General Counsel's 41.

17 (Document handed to witness.)

18 BY MR. LANKER:

19 Q Will you examine that and tell me if this is a compilation
20 showing those hired by your company after October 25, 1965, and
21 through 4/25/66?

22 A That's right.

23 Q And does that show all employees who were hired by
24 your company during that period?

25 A Yes.

Q Does that show whether or not any employee as opposed
to recall -- as opposed to hire was recalled? Did you have any

1 employees during that period who were recalled?

2 A No.

3 Q In the last column there are certain persons who appear
4 under the word STATUS as laid off 4/15/66. Those employees, or
5 some of them, have been recalled, have they not?

6 A Not as yet, no.

7 Q But you still consider them on laid-off status.

8 A That's right.

9 Q And it's a temporary layoff, is it not?

10 A Yes, it is.

11 TRIAL EXAMINER: Are you offering this?

12 THE WITNESS: Yes, sir, I'll offer that into evidence
13 subject to the right to contradict this when the payroll records are
14 supplied to me, that I may verify it.

15 MR. TINKHAM: I don't understand that. He is either
16 offering it as a piece of evidence which shows what it does, or he
17 isn't. I don't think he can impeach his own witness.

18 MR. LANKER: Well, I'm trying to say this. I'm only
19 saying that is true, I've checked the factors from the personnel
20 records and they correspond to what you've got there. But as to
21 whether or not there are others, as to whether or not people were
22 recalled, this is what I'm saying I'm reserving once I get the payroll
23 records.

24 TRIAL EXAMINER: Was this prepared under your
25 direction, Mrs. McGraw?

1 THE WITNESS: Yes, it was.

2 TRIAL EXAMINER: From the original company records?

3 THE WITNESS: Yes.

4 TRIAL EXAMINER: Well, I would have some question about
5 the relevancy of this. However, I think probably to look ahead Counsel
6 has an idea he can hook all of this up. But if he's introducing it for
7 the purpose of later impeachment -

8 MR. LANKER: We're not introducing it --

9 TRIAL EXAMINER: I'll tell you what I'm going to do,
10 Mr. Lanker. I'll let you hold this, and I'll keep the record open for
11 ten days after the hearing closes. At that time it will be accepted for
12 what it is, or it will be rejected, or it will be withdrawn. And in the
13 meantime you can make your arrangements to check this against the
14 company records after we close the hearing.

15 MR. LANKER: Then, I assume Mr. Tinkham agrees on
16 the --

17 TRIAL EXAMINER: That's for you to work out with him.

18 MR. LANKER: Well --

19 TRIAL EXAMINER: After we close the session for the
20 day.

21 MR. LANKER: Well --

22 TRIAL EXAMINER: Go on with your questioning.

23 BY MR. LANKER:

24 Q You testified you gave employees who are on these, in
25 this group, other applicants and new hires, you gave them tests, did

1 you not?

2 A That's right.

3 Q Manual dexterity?

4 A Uh huh.

5 Q What did you consider to be a satisfactory or desirable
6 rating?

7 MR. TINKHAM: I don't know if this is preliminary,
8 Mr. Hearing Examiner. We have been all over this. We went all
9 over this yesterday.

10 MR. LANKER: We have not been over this particular
11 question.

12 MR. TINKHAM: We have. I remember her testimony.
13 It was the rating. They required one rating before and one rating
14 after.

15 TRIAL EXAMINER: We don't know what that rating was,
16 Mr. Tinkham.

17 Objection overruled.

18 A You're speaking of manual dexterity now, or the Purdue
19 Peg Board test?

20 BY MR. LANKER:

21 Q Isn't that what you gave them?

22 A Yes, sir.

23 Q All right. What did you consider to be a desirable or
24 requisite scope?

25 A On commercial or before the layoff, any hires before then,

1 30 was the minimum. Now, this is an average of 30 pegs, washers or
2 collars. In other words, there are pieces to this test, and you count
3 the number of pieces that they do per minute. Three one-minute
4 tests are given, and you take an average of the three one-minute tests.
5 They should come up with 30 or over. 30 is the minimum score that
6 you would consider.

8889 7 Q All right. And after?

8 A After, this was raised to 42.

9 Q And that was the minimum, then, and you didn't hire
10 anyone unless they met that; is that correct?

11 A That's right.

12 Q But you --

13 A They may have -- well, let's say they may have gotten
14 a 41. You take into consideration a person's nervousness, and this
15 type of thing at the time of taking it.

16 Q And in some instances you even gave the employees two
17 tests in order to let them qualify, did you not?

18 A This has never been an unusual practice.

19 THE WITNESS: May I explain this a little bit?

20 TRIAL EXAMINER: No.

21 MR. TINKHAM: I think the witness is entitled to explain
22 her answer.

23 TRIAL EXAMINER: When you get the witness you can
24 ask the question.

25 BY MR. LANKER:

1 Q As an example, Ruth Brown was given a test in which her
2 average score for the three tests was 38, was it not, and she was
3 retested and later given --

4 TRIAL EXAMINER: Mr. Lanker, is that on an exhibit
5 you're going to offer?

6 MR. LANKER: Well, I've extracted it from the personnel
7 files.

8 TRIAL EXAMINER: Is it an exhibit you're going to offer?

9 MR. LANKER: Yes, I intend to.

10 TRIAL EXAMINER: Your question is argumentative.
11 Make your argument in your brief.

12 Go on.

13 MR. LANKER: Well, perhaps I'd better do this, and give
14 him a chance to check it.

15 TRIAL EXAMINER: Very good.

16 MR. LANKER: May I have just a moment? I think that's
17 all I have.

18 Subject to a stipulation with respect to the admission that
19 I discussed with Mr. Tinkham off the record with respect to certain
20 matters in the personnel records which I assume we can arrive at, I
21 have no further questions, absent the stipulation of certain records go
22 in, I have to --

23 TRIAL EXAMINER: Since you're referring to an
24 off-the-record discussion your immediately preceding remarks are
25 meaningless for the record.

1 You're passing the witness?

2 MR. LANKER: Yes, sir. Thank you.

3 MR. TINKHAM: Do you have questions?

4 TRIAL EXAMINER: No.

5 MR. LANKER: Off the record.

6 TRIAL EXAMINER: Off the record.

7 (Discussion off the record.)

8 TRIAL EXAMINER: On the record.

9 CROSS - EXAMINATION

10 BY MR. TINKHAM:

11 Q I hand you General Counsel's 2 --

12 TRIAL EXAMINER: No; that's Trial Examiner's 2.

13 MR. TINKHAM: Excuse me.

14 BY MR. TINKHAM:

15 Q -- Trial Examiner's 2, and I ask you to look on the
16 columns, the column identified GROUP LEADER RATINGS, that's
17 either columns 1, 2, 3, 4, 5 or 6, and what appears thereunder
18 just generally?

19 (Document handed to witness.)

20 A Alphabetical letters, ranging from A through D.

21 BY MR. TINKHAM:

22 Q And is the same thing true of FOREMAN, with the
23 column designated FOREMAN RATING?

24 A Yes. .

25 Q And QUALITY CONTROL RATING?

1 A Yes.

2 Q All right. Now, the next column is OVERALL RATING,
3 and what is contained thereunder?

4 A Numerical numbers, ranging from 4 through 1.

5 Q And what do these numerical ratings represent?

6 A The average of the alphabetical ratings of the group
7 leaders, foreman, and Quality Control.

8 Q And what numerical score did you attribute to A, B, C,
9 and D, for example, in arriving at the average?

10 A A was given 4 points; B, 3; C, 2; D, 1.

11 Q So taking 4, 3, 2, 1, for example, if these were
12 alphabetical scores given to an employee, we would simply total
13 these 4, 3, 2, 1 and an average would be struck.

14 A That's right.

15 Q And this would appear in that column.

16 A That's right.

17 Q This column then has nothing to do with absenteeism or
18 length of service, this last column we're just talking about.

19 A No, it has not.

20 Q But these factors, I believe you testified yesterday were
21 factors taken into consideration in the overall evaluation of an
22 employee.

23 A Right.

24 Q Which of these factors was the most important, the
25 factors on the sheet, in your estimation in rating these employees?

1 A The supervisor's rating, Quality Control, and the group
2 leader's ratings.

3 Q In other words, the overall score, would that be accurate?

4 A That's right, the overall rating is most important.

5 Q So if we had situations in which such things as length of
6 service, and absenteeism were basically the same, if one person had
7 a higher overall rating than another, he would have been kept. Is that
8 accurate?

9 A That's right.

10 Q As a matter of fact, you did keep some people who had
11 a higher absenteeism than others. Isn't that right?

12 A Yes.

13 Q And you did so because of their higher overall rating.

14 A Right.

15 Q Is that right?

16 A Right.

17 Q Now, you testified about the Purdue Peg Board test which
18 was given starting in 1966, in January, I believe, 1966.

19 A No.

20 Q Excuse me. This was given before and after.

21 A That's right.

22 Q 1966.

23 A Right.

24 Q What additional tests, or what additional standards were
25 set, if any, beginning in January of 1966 on your new hires?

1 A Beginning January, 1966 all new hires with the exception
2 of male employees were to be high school graduates.

3 We also started giving a mental ability test, or it's
4 very commonly referred to as an intelligence test called the
5 Wunderlich, and it's probably the most widely known, widely used
6 mental ability test in the nation.

7 Q Did an occasion, or did two occasions come up at which
8 people were employed who had represented they had high school
9 educations and they did not have?

10 A Yes.

11 Q And what happened when you found out that they did not
12 have high school educations?

13 A Both of the girls were released.

14 Q So as far as you know all of your new hires since January
15 have a high school education.

16 A That's right.

17 Q Did you make some attempt to check on this?

18 A Yes, I did.

19 Q How did you go about that?

20 A If the employee, or prospective employee could not bring
21 in their actual diploma whereby I could verify it myself, then I had
22 an investigating agency by the name of Don Durfee and Associates
23 verify this information.

24 Q And this is how you came across the information of two
25 of your people did not have a high school education?

1 A Only one of them, Mr. Tinkham. The other one was hired
2 while I was out of town at one time by Mr. Goetz. Mr. Goetz was not
3 familiar with our new hiring procedures and standards, and he
4 arbitrarily hired the individual.

5 The day I came back I reviewed the two girls that had been
6 hired, and found that she did not have a high school education. And I
7 immediately called her in and released her.

8 MR. TINKHAM: No further questions of this witness.

9 MR. LANKER: I have some questions.

10 TRIAL EXAMINER: I have some questions.

11 EXAMINATION

12 BY THE TRIAL EXAMINER:

13 Q How long have you been using this Don Durfee and
14 Associates?

15 A Since January, 1966.

16 Q Now, in the OVERALL rating column on Trial Examiner's
17 2, all of the - almost all of the figures are a straight 2 or 3 or 4 or
18 1.

19 Following the procedure that you outlined in questioning
20 by Mr. Tinkham where you give a numerical rating to each of the
21 letters put down for a group leader, foreman, or Quality Control,
22 and average them together, many of these should be a 2 point
23 something, or a 3 point something, or a 1 point something.

24 It would then appear that the OVERALL rating is not
25 accurate. How do you explain that?

1 A Well, this was done to ease the, let's say the facility of
2 selection actually.

3 Q It doesn't go to the accuracy.

4 A No. Those that we felt was just averaging out by the
5 number of B's and C's, we gave actually I think to the next highest
6 rating.

7 Q Now, you said that where you had a choice between two
8 girls where absenteeism and length of service was about the same,
9 you would be controlled by the OVERALL rating.

10 In selecting personnel to be retained, was this on a
11 plantwide basis or was it on a classification basis that people were
12 selected out?

13 A Classification was taken into consideration because of
14 the - well, I'll explain that a little further.

15 A person that is, let's say an inspector, or repair
16 person, or an expert, naturally has more experience than a
17 subassembler, and so forth.

18 So in many of these cases the flexibility of the person due
19 to the fact they had come up through the ranks, so to speak, was taken
20 into consideration.

21 Q So that if you had an expert line assembler with a 2 point
22 and a slightly inferior absentee record as against a subassembler with
23 a 2 point and a slightly better absentee record, the fact that the first
24 person was an expert would weigh in their favor. Is that correct?

25 A In some instances, yes, unless they had along with this a

1 . poor work record that was in their file.

2 Q Then the file of each of these employees was taken into
3 account as well.

4 A Yes.

5 MR. LANKER: I might add that those - we did subpena
6 all the documents used in the decisional process.

7 BY THE TRIAL EXAMINER:

8 Q Mrs. McGraw, a number of these people I see the
9 DISPOSITION is "transferred to Raleigh". Did those persons actually
10 go, or was this the suggested disposition?

11 A They actually went.

12 Q Does the Don Durfee agency do an investigation on all
13 new applicants?

14 A Yes; all new, except machine shop personnel, and I
15 believe I said yesterday this is a transient type of personnel that is
16 really - there's no permanency in machine shop workers.

17 Q Let's forget them for the moment. What is this, is it
18 a detective agency?

19 A It's not a detective agency, no; this agency is composed of
20 all ex-F.B.I. agents, and primarily the bigger bulk of their work is
21 done in investigation for employers.

22 Q Just what do they investigate?

23 A Well, for instance I started the investigation of both
24 criminal and credit ratings on all new employees.

25 Q Do you have a standard form?

1 A A standard form?

2 Q That they fill out on each employee?

3 A Well, it's a form that they follow, I assume. They always
4 send a written report. And I ask for certain things to be verified.
5 In other words, if I have the actual diploma by which I can verify the
6 high school education, I did not ask them to verify it. And that saved
7 me a little bit of money, because they charge for what you ask to be
8 verified, or investigated.

9 TRIAL EXAMINER: All right. I'm finished.

10 MR. LANKER: I have a few questions, sir, if I may.

11 TRIAL EXAMINER: Go ahead.

12 REDIRECT EXAMINATION

13 BY MR. LANKER:

14 Q Mary Cobb, you know her, do you know - Mary Cobb, do
15 you know her?

16 A I don't know her. I know she was an employee.

17 Q You know that she had no high school education?

18 A No, I do not know that.

19 Q In any event you know that she was offered a job today by
20 the company, Regency Electronics?

21 A No, I do not know that.

22 Q Did you know that last week she was offered a job by
23 Regency Electronics, Incorporated?

24 A No, I do not know that.

25 Q Now, you hired in 1966 certain employees who were

1 classified variously as sheet metal worker B, machinist B, sheet
2 metal worker A, various classifications such as that, did you not,
3 for your machine shop?

4 A Yes.

5 MR. TINKHAM: I think this goes beyond the scope of
6 either my examination or yours.

7 MR. LANKER: Oh, I --

8 TRIAL EXAMINER: The machine shop people were
9 definitely excepted from the --

10 MR. LANKER: There was a question concerning the
11 high school graduate, and this touches on it.

12 TRIAL EXAMINER: There was an answer on that that
13 that was not a point that was checked out on the machine shop people.

14 MR. LANKER: May I be permitted to proceed to
15 establish the point that I'm trying to make as bearing on the claims,
16 test? Otherwise I, --

17 TRIAL EXAMINER: All right. Go ahead - fast.

18 BY MR. LANKER:

19 Q You hired these employees, then, for the machine shop
20 at the rate of roughly \$1.90 or even \$2.20 per hour. Is that correct?

21 A It depends on the classification under which they fell.

22 Q You knew that in 1966 there was only one employee who
23 was hired at, in the machine shop at a rate of \$1.90.
less than

24 MR. TINKHAM: This is clearly --

25 TRIAL EXAMINER: Come to the point, Mr. Lanker.

1 BY MR. LANKER:

2 Q Why is it - do you have any explanation for why you hired
3 employees in the machine shop at rates of \$1.90 and \$2.20 --

4 MR. TINKHAM: Argumentative and --

5 MR. LANKER: I haven't even finished the question.

6 TRIAL EXAMINER: He hasn't finished his question.

7 BY MR. LANKER:

8 Q -- and yet you hire 1 employees in as line assembler
9 trainee during this same period at \$1.40 per hour and you insisted
10 that the line assembler trainees have a high school education, yet
11 you hired roughly sixteen employees for the machine shop during the
12 same period without a high school education?

13 MR. TINKHAM: Now, it's argumentative, and
14 irrelevant.

15 TRIAL EXAMINER: And immaterial and incompetent.
16 I sustain the objection.

17 Go on. You have an automatic exception.

18 BY MR. LANKER:

19 Q You talked of the machine shop people being transients.
20 You had a considerable turnover in 1966 among the line assembler
21 trainees, did you not?

22 A Not as high as your machine shop.

23 Q You had in 1965 a turnover among the assembly employees,
24 did you not?

25

1 MR. TINKHAM: Now, we're again beyond the scope of
2 either the Examiner's questions or my own.

3 TRIAL EXAMINER: At some point in the game, Mr.
4 Lanker, you're just going to have to release this witness.

5 BY MR. LANKER:

6 Q What particular course in high school do you look for as
7 giving the employee a greater qualification for your employment as a
8 line assembler trainee?

9 TRIAL EXAMINER: I sustain my own objection to the
10 question. Immaterial.

11 Go on, Mr. Lanker.

12 MR. LANKER: Well, may I make a short statement in
13 an effort to get the Trial Examiner to reverse his ruling?

14 TRIAL EXAMINER: No.

15 MR. LANKER: Nothing further.

16 MR. TINKHAM: We have nothing further.

17 TRIAL EXAMINER: Thank you, Mrs. McGraw. Step
18 down.

19 (Witness excused.)

20 TRIAL EXAMINER: Call your next witness.

21 MR. LINESAND: Mr. Trial Examiner, I would like to
22 accommodate Mr. Tinkham here who wants the employees on. I ask
23 first if it is agreeable to you to put Mr. Rutherford on to identify the
24 cards, and people who were at the union meetings, subject to my
25 recalling him later for further questions. I think it will make the

1 picture clearer and facilitate going down the witnesses.

2 MR. TINKHAM: I of course have no objection to his
3 calling this witness in any order. You are going to -- You're merely
4 putting him on for the purpose of identification, and you're going to
5 recall him later. Is that right?

6 MR. LINESAND: Yes. The reason why I'm doing this
7 is of course --

8 MR. TINKHAM: That's all right.

9 MR. LINESAND: -- to put this in, and then get to the
10 8(3)'s.

11 TRIAL EXAMINER: It's agreeable with me if it's
12 agreeable with the parties.

13 Mr. Rutherford.

14 - - -

15 Whereupon,

16 EARNEST RUTHERFORD
17 a witness called by and on behalf of the General
18 Counsel, being first duly sworn, was examined,
19 and testified as follows:

20 TRIAL EXAMINER: Be seated.

21 Give your name and address to the Reporter.

22 THE WITNESS: Earnest Rutherford, 2138 East 52nd
23 Street, Indianapolis, Indiana.

24 DIRECT EXAMINATION

25 BY MR. LINESAND:

1 TRIAL EXAMINER: Just look through them.

2 A I did look through them.

3 BY MR. LIMESAND:

4 Q Okay. And what are these?

5 A They are signed authorization cards from persons who
6 were employed at Regency Electronics, Incorporated.

7 Q All right. Did you receive these, General Counsel's
8 42-1 through -68 during the course of the organizational campaign at
9 Regency?

10 A I did.

11 MR. LIMESAND: I'd like to offer General Counsel's
12 42-1 through -68 into evidence.

13 TRIAL EXAMINER: For what purpose?

14 (Documents handed to Counsel for Respondent.)

15 TRIAL EXAMINER: For what purpose are you
16 introducing these?

17 MR. LIMESAND: Part of our theory in this case is that
18 the layoff involved a disproportionate amount of I. U. E. members.
19 Now, to give you a clear picture of the case, I want to give you the
20 total maximum amount of I. U. E. members there were so you will
21 have some basis for looking at this matter later on.

22 TRIAL EXAMINER: Are you alleging that the Employer
23 knew the identity of the card signers?

24 MR. LIMESAND: Yes. We will so show as a part of our
25 evidence.

1 TRIAL EXAMINER: I didn't hear you.

2 MR. LIMESAND: Yes. We will show that they knew.

3 TRIAL EXAMINER: At such time as you can establish
4 company knowledge of the identity of the card signers, then the cards
5 would in my opinion become material as evidence in this matter.

6 Until such time I am rejecting the exhibits.

7 MR. LIMESAND: They go in the rejected file?

8 TRIAL EXAMINER: It does.

9 MR. LIMESAND: Mr. Trial Examiner, I ask you to
10 reconsider your decision - One, these cards are the best evidence of
11 union activity of these individuals; and second of all, the knowledge of
12 this can be inferred from the --

13 MR. TINKHAM: Mr. Limesand, I'm sorry, I can't
14 really hear you either.

15 TRIAL EXAMINER: Why don't you stand at the counsel's
16 table, then we'll all have advantage of your argument.

17 MR. LIMESAND: I would ask you to reconsider your
18 decision to reject General Counsel's Exhibit 42-1 through -68 on the
19 following grounds:

20 One - The cards, the authorization cards, themselves,
21 are the best evidence of the employees' union activity;

22 Second of all - The Knowledge by the Employer of the
23 union activity is inferrable itself by the disproportionate layoff, that
24 these cards will go to the fact of the disproportionate layoff.

25 MR. TINKHAM: Without getting into a lot of other

1 arguments, the Board's process is to protect the identity of the card
2 signers. And I see no way that can ever be shown that we have seen
3 these cards prior to this moment right now. So this knowledge that
4 Mr. Limesand has acknowledged is a portion of the case, I don't
5 see how this goes to knowledge. It doesn't.

6 TRIAL EXAMINER: My ruling stands.

7 MR. LANKER: May I make a statement for the record?

8 TRIAL EXAMINER: Yes.

9 MR. LANKER: I would like to point out to the Trial
10 Examiner that the duplicity with which the Hearing Officer is now
11 confronted by this counsel for Respondent, he has, on the one hand --

12 TRIAL EXAMINER: Let's avoid the characterizations.

13 MR. LANKER: I withdraw the characterization.

14 He has, on the one hand, done what is a rarity, as
15 everyone knows, an impossible thing, as everyone knows, by
16 subpoenaing the N. L. R. B. for these very documents.

17 Now, he then comes to the Trial Examiner and has an
18 objection to their introduction, and now urges the Trial Examiner that
19 he previously was all wet when he was asking for these very same
20 things.

21 Now --

22 TRIAL EXAMINER: Let's not continue this. I'm not
23 making my ruling excluding these cards based on Mr. Tinkham's
24 argument. My ruling stems basically on the lack of proper foundation
25 for the introduction of the cards. If this was an 8(a)(5) refusal to

1 bargain case, then the proper foundation would have been laid for the
2 introduction of the cards. This is not a refusal to bargain case where
3 the cards represent a majority. This is an 8(a)(3) case based on
4 discriminatory selection for layoff.

5 While it is not an element of 8(a)(3) in the statute that
6 there must be direct proof of company knowledge, I don't believe
7 that the cards, unsupported by any evidence, that the cards which would
8 lead to an inference that the company knew of their signing is the
9 best evidence on which we can draw any inferences or direct
10 conclusions that the company was aware of the I. U. E. sympathy
11 activity, or affiliation of those who were selected.

12 Do you understand the ruling?

13 MR. LANKER: I understand the ruling, except I know
14 there are Board cases, and I'm sure the Trial Examiner is well
15 aware of them, too, in which the Board has held not once, but many
16 times that it will in determining knowledge look to the overall number
17 of adherents, and to the total number of overall adherents selected,
18 and based upon that fact can come to but one conclusion, that the
19 discharge was an 8(a)(3) discharge, that the number itself of the --

20 TRIAL EXAMINER: Standing alone, with nothing else?

21 MR. LANKER: I can't state that as a fact, whether they
22 isolated this. No, I don't know. I'd have to read the cases over the
23 noon hour.

24 TRIAL EXAMINER: Good. Do that, and let's get on
25 with the case.

1 wasting our time, Mr. Tinkham.

2 MR. LANKER: Well --

3 TRIAL EXAMINER: Let's get on, Mr. Limesand.

4 BY MR. LIMESAND:

5 Q I show you what has been marked as General Counsel's
6 Exhibit 42-35, and ask if your signature is on it?

7 (Document handed to witness.)

8 A Yes.

9 BY MR. LIMESAND:

10 Q Did you sign it on the date it bears?

11 A Yes.

12 MR. LIMESAND: I offer General Counsel's Exhibit
13 42-35.

14 I believe you have a copy.

15 MR. TINKHAM: I don't have a copy. I'd like to see the
16 original.

17 (Document handed to Counsel for Respondent.)

18 MR. TINKHAM: Why don't you give me a copy now?

19 MR. LANKER: Copies of all of them?

20 MR. TINKHAM: Just the ones you're going to submit.

21 MR. LANKER: Well, I'd just assume you take the whole
22 group.

23 MR. TINKHAM: All right.

24 MR. LANKER: They've been marked. This has been
25 marked, and eventually I'll give you a third set instead of these because

1 these have been marked for identification.)

2 (Documents handed to Counsel for Respondent.)

3 BY MR. LIMESAND:

4 Q Mrs. Browning, can you tell us --

5 MR. TINKHAM: I object on the grounds of improper
6 foundation; and also I assume we have a standing objection based upon
7 our argument with respect to failure to revoke the petition.

8 TRIAL EXAMINER: Yes, you do.

9 I think the foundation -- on the grounds of your objection,
10 your objection is overruled.

11 (Whereupon, the document, heretofore
12 marked General Counsel's Exhibit No.
13 42-35 for identification, was received
14 in evidence.)

15 BY MR. LIMESAND:

16 Q Mrs. Browning, can you tell us the circumstances, how
17 this card came into your possession, and how you signed it?

18 A I received the card when we went to Mr. Rutherford's
19 office to talk to him about a union, an organizing committee for
20 Regency employees.

21 Q Okay. Was there anybody else with you when you went
22 there?

23 A Yes; there were fifteen other girls besides myself.

24 Q Can you name who they were, to the best of your ability?

25 A Eva Elmore, Irene Lawrence, Carolyn Grizzel --

TRIAL EXAMINER: Let me cut this off. Are these the

- 1 Q Okay. And did you -- Where did you distribute it to them?
- 2 A In the lunch area.
- 3 Q Okay. And at what times during the day?
- 4 A Before work, and at lunch, and during breaks.
- 5 Q Did you keep some of this material yourself?
- 6 A Yes.
- 7 Q And what did you do with it?
- 8 A Well, I used the pen, I wore the buttons.
- 9 Q What kind of buttons did you wear?
- 10 A They were organizing committee member buttons.
- 11 Q Were there other kinds of buttons, too?
- 12 A Yes.
- 13 Q Okay. What did this button say that you wore?
- 14 A This particular one that I wore all the time was I. U. E. --
- 15 it stated that I was on the organizing committee.
- 16 Q Where did you wear this?
- 17 A On my blouse, or sweater; I also had one on my coat.
- 18 Q Okay. And during working hours?
- 19 A Yes.
- 20 Q Now, when did you start wearing this badge?
- 21 A The 10th of September.
- 22 Q Okay. And did you wear it until you were laid off?
- 23 A Yes.
- 24 Q Okay.. Continuously?
- 25 A Yes.

1 MR. TINKHAM: Now, I'll object. Hearsay and
2 self-serving.

3 TRIAL EXAMINER: Finish the answer; and then I'll give
4 you a ruling.

5 MR. LINESAND: Mr. Trial Examiner --

6 A (Continued) She said she had worked in a small plant
7 that had just what they called a grievance committee, not a company
8 union, or any kind of a union, and it worked out fine for them. And
9 she thought it would be a good idea if we talked to Mr. Berner about
10 just having a grievance committee instead of any union at all.

11 BY MR. LINESAND:

12 Q Did you talk to Mr. Berner about this matter?

13 A We asked to see Mr. Berner, but we couldn't see him
14 that day.

15 Q What date are you talking about here? You say you asked
16 to see Mr. Berner. What -- Who did you ask?

17 A We went in to see Mr. Gunselman.

18 Q All right. On what date was this?

19 A That was on the 8th when we went in to see him.

20 Q September 8th?

21 A Uh huh.

22 Q What time of the day was this?

23 A It was after work.

24 Q All right. Was there anybody else with you?

25 A Yes; there were several other girls.

Q Can you tell us who they are?

1 A Eva Elmore, myself, Irene Lawrence - I'm not sure but I
2 think Glenna Morrow was with us.

3 Q Is this all the names that you can remember.

4 A Yes, sir.

5 Q Could there have been others?

6 TRIAL EXAMINER: Mr. Tinkham, I'll overrule your
7 objection.

8 I think it comes in under one of the exceptions of the
9 hearsay rule.

10 Go on.

11 MR. TINKHAM: May I inquire as to which one?

12 TRIAL EXAMINER: Explaining the motivation for the
13 further action.

14 Go on.

15 BY MR. LIMESAND:

16 Q Could there have been other employees who accompanied
17 you?

18 A Yes.

19 Q All right. Now, you went into Mr. Gunselman's office.

20 A Yes.

21 Q Who was there when you arrived?

22 A Mr. Gunselman and Mrs. McGraw.

23 Q Is that Juanita McGraw you're referring to?

24 A Yes.

25 Q Was anything said?

1 A Yes. We talked to Mr. Gunselman about a grievance
2 committee. Eva was telling him how it worked, where she used to
3 work. And he said, well, he really didn't know anything about all
4 that, or how it got started, but he would get us an appointment to
5 speak to Mr. Berner about a grievance committee.

6 Q Do you recall anything else which was said during this
7 conversation?

8 A Yes. Mr. Gunselman stated that he didn't know how all
9 that got started anyway. And about that time my mother, Irene
10 Lawrence, said, well, she was the one that had called - she had
11 called the Labor Board about who she should contact for a union
12 because a group of girls had wanted her to, they wanted it but
13 didn't anybody know how to go about getting one.

14 Q About how long did this conversation last?

15 A Oh, I'd say about fifteen minutes, twenty; something like
16 that.

17 Q Were there other things said during this meeting that you
18 don't recall?

19 A Yes.

20 Q I believe you stated that Mr. Gunselman said he would
21 pass the word on to Mr. Berner.

22 A Yes.

23 Q Did you hear anything further about this matter?

24 A Yes. On the 9th of September, in the afternoon, Mr.
25 Montague came out and told Eva to get her little group together and

1 come with him, that Mr. Berner would see us.

2 Q Did you go to Mr. Berner's office?

3 A Yes, we did.

4 Q About what time was that?

5 A It was - oh, about 1:30.

6 Q Okay. When you arrived at Mr. Berner's office who was
7 there?

8 A Mr. Berner, and Mr. Tinkham.

9 Q Were there other people with you when you went in?

10 A Yes.

11 Q Do you know who they were?

12 A Yes. I think I know just about all of them.

13 Q Can you tell us who they were?

14 A Eva Elmore, Louise Prince, Irene Lawrence, Glenna
15 Dunahoo, Etta Sue True, Darlene Carpenter, Reber Harlson, Lois
16 Stark.

17 That's all that I can remember.

18 Q Could there have been others?

19 A Yes, there could have been.

20 Q I believe you mentioned that a Mr. Timken was there.

21 MR. TINKHAM: Tinkham.

22 BY MR. LIMESAND:

23 Q Tinkham.

24 MR. LIMESAND: I'm sorry.

25 BY MR. LIMESAND:

1 Q Is he here in the court room now?

2 MR. TINKHAM: Right.

3 A Yes, sir.

4 BY MR. LINESAND:

5 Q And he is the Respondent's Counsel?

6 A Yes.

7 MR. TINKHAM: Correct.

8 BY MR. LINESAND:

9 Q Was something said during this meeting in Mr. Berner's
10 office?

11 A Yes. Eva started telling Mr. Berner about the grievance
12 committee, and if we could work something out so far as that instead
13 of having a union.

14 And Mr. Berner kept, he said he thought that would be
15 all right. He said, "A union made up of the Regency employees would
16 be nice." He said he thought a company union would be all right, if
17 that's what we wanted.

18 And Eva proceeded to tell him that she didn't say company
19 union, she said grievance committee. And if we had a company union
20 we wouldn't be any better off than we were.

21 BY MR. LINESAND:

22 Q Do you recall anything else that was said during this
23 meeting?

24 A Yes. He wanted to know some of the complaints that the
25 girls had, why they felt that they needed a union. And of course I think

1 everybody around the table had something to say on that, just what
2 they all were I really don't remember everything that was said. But
3 there was a lot of discussion about it.

4 Q About complaints?

5 A Yes.

6 Q Do you recall what these complaints were that they
7 mentioned?

8 A Well, some of the girls were unhappy with the way, the
9 conditions they had been working under so far as group leaders,
10 being transferred from one plant to the other, they didn't have any
11 job - really any job classifications, they had no - their job seniority
12 really didn't matter.

13 Q Was all this discussed at this meeting?

14 A Yes.

15 Q I believe you stated that - you testified that he wanted to
16 know what complaints you had. By "he" --

17 A Mr. Berner.

18 Q What, if anything, did Mr. Berner do after these
19 employees stated their complaints?

20 A Well, we still hadn't got to the fact that we would
21 rather have a grievance committee instead of a union of any kind.
22 And everytime Eva would try to tell Mr. Berner about this, he
23 would say "company union", and one of the girls, Glenna Dunahoo,
24 was sitting at the far end of the table facing Mr. Berner, and she
25 told him, she said, "Well, I'm going to a union meeting after work."

1 She said, "What will you do if I come in here wearing a big I. U. E.
2 button tomorrow?"

3 He said, "If I were you I'd wait a few days".

4 Q Do you recall anything else that was said during this
5 meeting?

6 A He did say -- One of the girls said would he move the
7 plant if a union came in there.

8 And he said, no, that it would be silly for him to put all
9 the money that he has in that plant and then move it out for something
10 as small as a union.

11 Q Did Mr. Berner --

12 You stated that the employees who came into the office
13 raised certain complaints.

14 A Yes.

15 Q Did Mr. Berner say anything about adjusting these
16 complaints?

17 A Yes, he did. He said he really didn't know that things
18 had been going that way. He said he admitted he hadn't been in the
19 plant as much as maybe he should have been, but he certainly didn't
20 know of a lot of these complaints, and that he would see what he could
21 do about it.

22 Q About how long did this meeting last?

23 A Well, it lasted until 3:30, because it was quitting time
24 when we came out of his office.

25 Q Did this meeting take place before working hours or
after working hours?

1 Or was it during working hours?

2 A During working hours.

3 Q Were you paid for the time that you spent in Mr. Berner's
4 office?

5 A Yes.

6 Q Mrs. Browning, do you recall --

7 I believe you stated you were present during the September
8 7th speech that Mr. Berner gave to the employees.

9 A Yes.

10 Q Is that correct?

11 A Yes.

12 Q To your knowledge did he give any other speech to the
13 employees?

14 A Yes, he did. He gave one on September the 10th again.

15 Q What year?

16 A 1965.

17 Q About what time of day was it when he gave this speech,
18 if you --

19 A It was in the morning; just what hour of the morning, I
20 don't know.

21 Q Excuse me. I didn't hear your answer.

22 A Just what hour it was, I don't remember.

23 Q Was it in the morning or in the afternoon?

24 A Yes.

25 Q Who was present during this meeting, if you know?

1 A Both the avionics plant and the one on 7900 Pendleton Pike
2 were present.

3 Q The employees from both these plants?

4 A Yes.

5 Q And was there anybody there for the company besides
6 Mr. Berner?

7 A Yes. I believe Mr. Gunselman and Mrs. McGraw was
8 there, and Mr. Goetz.

9 Q Can you tell us what Mr. Berner said during this speech?

10 A Well, he come out and he was very angry. He said that
11 a group of us girls that had been in his office the day before had went
12 straight from his office to a union meeting, and proceeded to slander
13 him, call him everything from an alcoholic to a wife beater. He said
14 that we said that he would close the plant down, which my mother
15 raised her hand and said, "That's not so".

16 He said, "Shut up; I'm talking".

17 Q Who is "he"?

18 A Mr. Berner.

19 Q And to whom did he say that?

20 A My mother, Irene Lawrence.

21 Q Do you recall anything else he said during this speech?

22 A He said he was -- He said production had been down in the
23 plant ever since this thing had started, he was tired of it, he thought
24 he had been patient enough with everything that had been going on
25 concerning unions, he didn't want any more to do it, and for us to get

1 back on them lines, that he wanted production and he wanted good
2 radios.

3 Q Do you recall anything else that he said?

4 A No.

5 Q Did he make reference to profits of the company?

6 A I can't remember.

7 Q Did Mr. Berner say something about another group?

8 A Yes. He said at the same time we were in his office
9 there was another group in his office waiting to see him at the
10 avionics plant.

11 Q You say when you were in his office?

12 A Yes. That was on the 9th of September.

13 Q I believe you stated you were present at an I. U. E.
14 union meeting of September 9th, 1965.

15 A Yes.

16 Q Do you recall what was said during that meeting?

17 A Well, Charlotte Farmer was at that meeting, and she
18 said that Mr. Berner would close the plant if a union got in there.
19 Several of us, including my mother, Irene Lawrence, said, "We just
20 talked to Mr. Berner, came straight from his office, and he said
21 he would not close the plant".

22 Q About how long did this meeting - or Mr. Berner's
23 second speech last?

24 A Just a very few minutes. He was angry.

25 Q Mrs. Browning, did you ever see any supervisor or

1 MR. TINKHAM: Mr. Hearing Examiner, could I have a
2 continuing objection to all questions relating to transactions of these
3 various meetings, either R. E. I. U. or I. U. E. subject to connecting
4 them up?

5 TRIAL EXAMINER: You have a continuing objection,
6 yes..

7 BY MR. LIMESAND:

8 Q Mrs. Browning, are you aware that Irene Lawrence was
9 discharged?

10 A Yes, sir.

11 Q Prior to her discharge did you ever have occasion to be
12 in Mr. Montague's office while she was there?

13 A Yes.

14 Q Can you tell us about when this occurred?

15 A It was in October, around the 14th or 15th; I don't remember
16 just which day it was.

17 Q Of what year?

18 A 1965.

19 Q Was anybody else present in the office besides you and
20 Irene Lawrence, who I take it is your mother - is that right?

21 A Mrs. McGraw.

22 Q Okay. And was there anybody else there?

23 A Not at that -- Not when I went in.

24 Q And when did you go in?

25 A It was - oh, about fifteen minutes after 11:00.

1 Q Okay. And was there some conversation when you were
2 in there?

3 A Yes.

4 Q And did you hear this conversation?

5 A Well, they had been talking before I went in.

6 After --

7 Q Who are "they"?

8 A Irene Lawrence and Mrs. McGraw.

9 Q All right.

10 A After I went in Mrs. McGraw said that Mr. Berner had
11 been very upset about some of the things that had been going on, that
12 some of the people had been slandered.

13 My mother stated then that she had been hurt, too, by
14 the way she had been treated by some of the people as far as
15 management goes; that he really wasn't the only one that was being
16 hurt; and there were a lot of people being hurt.

17 Mrs. McGraw said then, yeah, there were some things
18 she didn't like either, especially one thing that was on one of our
19 leaflets, and --

20 Q By "our leaflets" what do you mean?

21 A The I. U. E. leaflets.

22 Q Okay.

23 A And she said it was the one about something to do about
24 the apple polishers.

25 And I asked her was that why she picked up our leaflets,

1 and she said yes.

2 I said, "Why didn't you pick up the R. E. L. U. leaflets?"

3 She said she did not see any. I think that they were laying
4 all over the ends of every line in the areas that we worked in.

5 Q Do you recall anything else which happened during this
6 conversation?

7 A Yes. I told her that the part in the leaflet about the
8 apple polisher didn't apply to her because she was a salaried employee,
9 that she had to do with management; therefore, it didn't apply to her
10 at all, so why should she take it as a slander against her, or anybody
11 in management.

12 TRIAL EXAMINER: Off the record.

13 (Discussion off the record.)

14 TRIAL EXAMINER: On the record.

15 BY MR. LIMESAND:

16 Q Do you recall anyone saying anything about being a ring-
17 leader?

18 A Yes. Mrs. McGraw told -- Mother stated that she didn't
19 know why since the business about the -- since the union business she
20 had been in the office so much, and she said, "Some people say that I
21 am the ringleader of this," she said.

22 And Mrs. McGraw said, "Well, Irene, you did tell
23 Mr. Gunselman that you called about this."

24 And she said, "Yes, I did call, but," she said, "a group
25 of girls wanted me to."

1 Q Okay. Was anything said about a reduction in pay?

2 A That went on before I --

3 Q So you did not hear that.

4 A I did not hear that.

5 Q Do you recall anything about -- do you recall anyone
6 saying anything about the relationship between negroes and whites?

7 A Yes.

8 Q Who said this, or what was said?

9 A We were talking - Mrs. McGraw, my mother, and myself
10 were talking about people being slandered. Mrs. McGraw said, "Well,
11 anywhere where there is union activity like this there will be
12 emotional problems." She said that it had already started friction
13 between the colored and the white people. She said she hated to see
14 this because Regency had always been proud of their relationship
15 between the colored and the white.

16 And it took me and my mother both by surprise because
17 we didn't know anything that she said, that the colored people had
18 been referred to as niggers by somebody at one of our meetings.

19 Q Now, by --

20 MR. TINKHAM: I'll strike the question -- I'll move to
21 strike that portion of the answer which refers to what she and her
22 mother thought, as being not responsive, and also calling for a mental
23 process.

24 TRIAL EXAMINER: I sustain the objection on the ground
25 it is unresponsive.

1 BY MR. LINESAND:

2 Q Did you or your mother express in any way your surprise
3 to Mrs. McGraw's comment on --

4 TRIAL EXAMINER: I sustain the objection to the form
5 of the question.

6 BY MR. LINESAND:

7 Q Mrs. Browning, can you tell us what, if anything, Mrs.
8 McGraw said occurred in an I. U. E. meeting?

9 MR. TINKHAM: At this meeting, you're talking about?

10 MR. LINESAND: Yes.

11 MR. TINKHAM: At this time?

12 BY MR. LINESAND:

13 Q During this conversation, what, if anything, did Juanita
14 McGraw say regarding an I. U. E. meeting?

15 A She said that somebody had called the colored people out
16 there niggers.

17 Q What was your reaction to this comment, if any?

18 A Well, it surprised me.

19 MR. TINKHAM: I'll object to her reaction, and the form
20 of the question and the answer.

21 A (Continued) I told her --

22 BY MR. LINESAND:

23 Q Did you say anything?

24 A Yes. I told her that some of the colored girls working in
25 the plant were very best friends of mine, so why should anything like

1 this go on; that as far as I knew, I was not aware of any of that going
2 on in the plant or out of the plant.

3 Q Did Irene Lawrence say anything?

4 A Yes.

5 Q In response?

6 A Yes.

7 Q And what did she say?

8 A She said similarly the same thing. She said some of her
9 very best friends were colored girls.

10 Q About how long were you in this --

11 A I was in there about fifteen minutes.

12 Q Okay. Do you recall --

13 And then I presume you left.

14 A Yes. I went back to work.

15 Q Did you see your mother leave the office?

16 A Yes.

17 Q About how long after you left did she leave?

18 A Oh, maybe five minutes.

19 TRIAL EXAMINER: Off the record.

20 (Discussion off the record.)

21 TRIAL EXAMINER: On the record.

22 BY MR. LINESAND:

23 Q Mrs. Browning, do you know whether Irene Lawrence
24 was in this office before you came in?

25 A Yes.

1 Q Do you know how long she had been in the office before
2 you came in?

3 MR. TINKHAM: Of your own knowledge.

4 TRIAL EXAMINER: The question assumes that.

5 MR. TINKHAM: All right.

6 A She had been in there most of the morning.

7 BY MR. LIMESAND:

8 Q How do you know?

9 A I could see the office where I -- from where I sat.

10 Q Did you see her go into the office?

11 A Yes.

12 Q And do you recall what time it was, about what time she
13 went in the office?

14 A It was right after the morning break, and we have break
15 at about 8:40 out there, so it was after that time.

16 Q How long does the break last?

17 A Ten minutes.

18 Q About what time was it when you left the office, if you
19 recall?

20 A It was 11:30.

21 Q Okay.

22 MR. LIMESAND: I have no further questions.

23 TRIAL EXAMINER: Before we break for lunch I'd like
24 to ask Mrs. Browning just one question.

25 Mrs. Browning, at any meeting of the I. U. E. that you

1 attended did you ever hear anybody refer to the negro employecs as
2 niggers?

3 THE WITNESS: Never.

4 TRIAL EXAMINER: Okay.

5 Break for lunch.

6 MR. LINESAND: I'm sure when I said no further
7 questions, I meant on this subject.

8 TRIAL EXAMINER: It's understood.

9 MR. LINESAND: All right.

10 TRIAL EXAMINER: We'll break for lunch now until 1:00
11 o'clock.

12 (Whereupon, the hearing at 12:08 o'clock p. m., was
13 recessed until 1:20 o'clock p. m., of the same day.)

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AFTER RECESS

(Whereupon, the hearing was resumed,
pursuant to taking the recess, at 1:20 o'clock p.m.)

TRIAL EXAMINER ARTHUR M. GOLDBERG: On the
record.

Mr. Limesand.

Whereupon,

ROSE MARY BROWNING

resumed the stand, and further testified as follows:

DIRECT EXAMINATION (Resumed)

BY MR. LIMESAND:

Q Mrs. Browning, were you present when Irene Lawrence
was discharged on October 20th, 1965?

A Yes.

Q Could you tell us where this occurred, where in the
plant this occurred?

A It was in the production area. I was working on the
MR-10 line.

Q And can you tell us what happened?

A Well, Mr. Bright came out first.

Q And who is Mr. Bright?

A He was the foreman at that time.

Q All right.

A And he asked mother, Irene Lawrence, to come into the

1 office to see Mrs. McGraw.

2 And she said, "Oh, not again today. I can't take much
3 more of this."

4 I heard her say that she would go if she could have her
5 union representative with her.

6 He then turned and went back to the office.

7 Then Mr. Berner, Larry Bright, and Mrs. McGraw came
8 out. Mr. Berner was bending over her chair. He had his back to me
9 at that time. And he asked her name. And she told me Irene Lawrence --
10 He said, "Irene Lawrence?"

11 And she said, "Yes".

12 And then he proceeded to say something that I couldn't
13 hear. Then I heard him say "racial disturbance", he turned to come
14 back up the line, and she said, "For what?"

15 And he turned around and said, "For racial disturbance",
16 and then he walked out.

17 Q About how far were you away when this conversation took
18 place?

19 A She worked facing me down on the opposite side of the
20 line, about -- I'd say about four positions down, and our positions
21 were right next to each other, so --

22 Q You stated that he said, "Irene Lawrence", and so on.
23 When you said "he", who are you talking about?

24 A Mr. Berner.

25 Q What happened after that exchanged conversation which you

1 just related?

2 A She, Irene Lawrence, came around, asked Larry,
3 evidently, if she could use the phone, and he said yes; the phone was
4 right behind my position. He came around with her. She made a
5 phone call, and then he seen her out.

6 Q All right. Did you hear what was said during the phone
7 call?

8 A Partially. I heard her ask for Mr. Rutherford. She told
9 Larry to come up there by her so he could hear everything that she
10 said, and Larry stood right beside her while she used the phone.

11 Q But you didn't hear what was said, what Irene Lawrence
12 said on the phone.

13 A No.

14 Q About what time of the day was this when this occurred?

15 A It was about 1:00, 1:30, something like that.

16 Q Is that when Mr. Bright came out to first see her?

17 A Yes.

18 Q Mrs. Browning, did you ever know Irene Lawrence to
19 cause a racial disturbance at Regency?

20 MR. TINKHAM: I'll object to that.

21 TRIAL EXAMINER: Overruled.

22 A No.

23 BY MR. LINESAND:

24 Q Did you ever know her to bring racial issues into the
25 plant?

1 A No.

2 Q Have you ever observed her talking to negroes in the
3 plant?

4 A Yes.

5 Q In your judgment, how did she get along with the negroes
6 at the plant?

7 A Fine. Some of them were her very best friends.

8 Q Can you name any who were her best friends?

9 MR. TINKHAM: I'll object to the question regarding her
10 judgment in who her best friends were.

11 TRIAL EXAMINER: Sustained.

12 BY MR. LIMESAND:

13 Q Do you know a Mary Sexton?

14 A Yes.

15 Q Can you tell us whether or not Mary Sexton was one of the
16 persons who went down to the I. U. E. hall on September 2nd, 1965?

17 A Yes.

18 Q Did you see Mary Sexton receive an authorization card?

19 A Yes.

20 Q What, if anything, did she do with that authorization card?

21 MR. TINKHAM: I'll object to this line of questioning.

22 What they're talking about, Mr. Hearing Examiner, is a statement -
23 there are statements other than verbal statements, and what they're
24 trying to introduce into evidence is an act on the part of an employee,
25 signifying her interest or lack of interest in the union, which can only

